

ONTARIO SUPERIOR COURT OF JUSTICE

B E T W E E N:

LEAH DYCK

Applicant / Moving Party

and

BARRIE MUNICIPAL NON-PROFIT HOUSING CORPORATION

Defendant / Responding Party

AFFIDAVIT OF *LEAH DYCK*

I, *Leah Dyck*, of the City of Barrie, in the County of Simcoe,

MAKE OATH AND SAY:

1. This affidavit describes how Barrie Housing defrauded me. Because Barrie Housing defrauded me, Barrie Housing has also defrauded other tenants using the exact same methods:

Timeline of Key Events

2. As seen in **Exhibit “A”**, on September 28, 2021, my Employment Insurance (“E.I”) payments ended and I emailed Barrie Housing employee Karen Tkacyk to inquire about my new rent rate, as my rent is based on my income.
3. In response to my inquiry, also in **Exhibit “A”**, Barrie Housing employee, Soula White, emailed me back instead of Karen, that same day and:
 - a) stated my rent was based on CPP-D and Earned Income, which determined my monthly rent rate of \$378.00;

- b) asked if I had provided confirmation that I was no longer working and in receipt of E.I;
 - c) threatened to take away my housing subsidy and change my rent rate to \$980.00 if I hadn't yet returned my Household Income and Asset review package that was due on September 1, 2021;
 - d) informed me that there was a credit on my account; and
 - e) told me not to worry about paying any rent for October 2021.
4. I responded to Soula, also seen in **Exhibit "A"**, and said:
- "...yes, I remember putting the blue form right into Karen's hands because I was late with it and she was getting on me about it. It included two ROE's as well because the company I was working for went bankrupt and the company that bought it out hired me on for six more weeks, so I had two ROE's."*
5. Furthermore, **Exhibit "B"** shows that I asked three different Barrie Housing employees via email, about the amount of my credit on four separate occasions over the course of eight months:
- a) To Karen Tkaczyk, on September 28, 2021: *"Since my income has gone down, will my rent amount be lowered as well?"*
 - b) To Adele Baxter, on February 5, 2022: *"Could you tell me my new rent amount and how much I'm now owing for the month of January?"*
 - c) To Christel St. Amand, on March 14, 2022: *"Would you be able to tell me how much I owe for Mar. 1st?"*
 - d) To Christel St. Amand, on April 10, 2022: *"Can you guys please tell me how much this credit is?"*
6. **Exhibit "C"** shows that after eight months of not getting any answers, I finally threatened Soula White and Barrie Housing's CEO, Mary-Anne Denny-Lusk with telling news outlets about their inability to answer my questions, on April 25, 2022:

“...I might even see if CBC radio would be interested in hearing about this massive theft as well... Maybe even CTV news would be interested in this as well. I’m sure you’ve seen my previous interview on CBC and CTV that’s posted on the home page of my website...”

7. Then, Soula finally disclosed the amount of my overcharge to me by calling me and telling me on the phone.
8. Furthermore, in order to determine the true amount of my overcharge, Barrie Housing told me it conducted an audit/review on my housing account file three times between March and April 2022, as seen in **Exhibit “D”**:
 - a) March 16, 2022: Christel St. Amand: *“Ok, I finished up the review...”*
 - b) April 12, 2022: Christel St. Amand: *“The accounting department is reviewing your file.”*
 - c) April 13, 2022: Soula White: *“I heard back from accounting and the hold up on the review of our file is because of the amount of the credit. It is in the final stages of being audited to make sure it is a true credit.”*
9. On April 26, 2022, I recorded a phone call between myself and Mary-Anne Denny-Lusk, attached in **Exhibit “E”**. This is when Mary-Anne told me that the Ontario Disability Support Program (“ODSP”) had been paying my rent since October 2021. During this recorded phone call, in which excerpts from the transcript have been provided for in **Exhibit “F”**, Mary-Anne made the following statements at the following timestamps:
 - a) 12:17: *“No, because ODSP is paying your full rent, you don’t owe us anything in rent anymore. ODSP is covering your whole \$152 in rent.”*
 - b) 12:28: *“Yes, so that’s where a lot of this credit’s coming from. Since they started paying in October, you’ve also been paying...”*

- c) *17:05: “Yeah, and we’ll just communicate that with you. Like, we’ll break-it-down. This is how much is going to you, this is how much is going to ODSF, and then by the end of this, your balance should be zero.”*
10. On May 9, 2022, I received a cheque from Barrie Housing in the amount of \$2,628.53, via mail, attached in **Exhibit “G”** and I did not receive a breakdown. At the time, I did not think Barrie Housing was being dishonest about the amount of my overcharge.
11. On June 28, 2024, I discovered the New York City Housing Authority (“NYCHA”) article.
12. On July 10, 2024, I filed an Application Form 1 with the Human Rights Tribunal of Ontario (“HRTO”), against Barrie Housing (and others). I started publishing the evidence of Barrie Housing’s fraud scheme on Facebook and on my website: www.FreshFoodWeekly.com. I withdrew my Application in January 2025 for a number of reasons, the biggest reason being because the HRTO says it doesn’t have jurisdiction over allegations of fraud.
13. As a result of the HRTO case, Barrie Housing gave me my first tenant ledger ever, on August 28, 2024, which is attached as **Exhibit “H”**.
14. On September 4, 2024, Barrie Housing commenced a defamation action against me, denying my allegations of fraud and other criminal wrongdoings, and claim I’ve defamed it.
15. On September 16, 2024, Barrie Housing served me with its Statement of Claim for its defamation action against me. Paragraph 21 a) and b) states the following, which is attached in **Exhibit “I”**:
- a. The defendant was receiving additional income supplements that she ought not be receiving and owed those funds back to the providers;*
- b. As a result, her income supplement providers had paid the defendant’s rent directly to Barrie Housing, which resulted in an overpayment, which was to be returned to either the defendant or directly to the assistance provider.*
16. Between October and December 2024, I requested the audit/review document from the audit/review that Barrie Housing conducted on my housing account file in 2022 over 10 times.

17. On November 1, 2024, Barrie Housing emailed me a letter, attached as **Exhibit “J”**:

“7. Your tenant ledger shows a complete breakdown of all amounts paid (and returned) to you since 2010...”

18. This letter also confirms that Barrie Housing conducted a review on my housing account file but denied the existence of this review document:

“9. Secondly, we understand you are seeking the “audit” which was completed on your file. There is no formal audit in the sense of an official financial examination by an auditor. The term “audit” that was referenced in communication to you refers to a “review” of your file...”

19. **Exhibit “K”** shows that on November 8, 2024, the County of Simcoe refused my *Municipal Freedom of Information and Protection of Privacy Act* Request (“MFIPPA”) request that sought the production of the audit document that Barrie Housing has regarding the audit/review it conducted on my housing account file, stating “no such records exist”.

20. On November 30, 2024, I emailed Barrie Housing’s lawyer, Riley Brooks, with my Notice of Intent to prosecute Barrie Housing, attached as **Exhibit “L”**.

21. On December 16, 2024, the County of Simcoe provided me with a copy of the Service Manager Delegation Agreement (“the Agreement”) between the County of Simcoe and Barrie Housing dated September 1, 2016, attached as **Exhibit “M”**, because I requested it in an MFIPPA request. The following sections of the Agreement state:

“9.03 Subject to Sections 169 to 176 of the Act and Sections 145 to 147 of the Regulation, the Freedom of Information and Protection of Privacy Act, and the Municipal Freedom of Information and Protection of Privacy Act, the Service Agent agrees to make all information and documentation collected or received by it in respect of the services provided hereunder available for inspection and copying by the service manager, as it reasonably requests or requires from time to time.

9.04 In accordance with Sections 79 to 82 of the Act, and Sections 102 and 103 of the Regulation, the Service Agent shall keep records in accordance with the regulations. The Service Agent agrees to maintain full and complete records of all

applications, reviews, notices, agreements, undertaking, documents, papers, financial records and information which it receives or produces in respect of the services provided hereunder.”

9.05 Subject to Sections 102 and 103 of the Regulation, the Service Agent must keep each of its records in accordance with the prescribed regulations and for the length of time as prescribed in the regulations. The Service Agent shall retain and preserve all applications, reviews, notices, agreements, documents, papers, information, receipts, payrolls, accounts, contracts, records or financial statements which it receives or produces in respect of the services provided pursuant to this Agreement, for a period of seven (7) years after the end of the fiscal year to which the record dates.”

Method of Fraud #1: Allowing tenants on ODSP to keep paying rent while ODSP pays their rent too

22. Barrie Housing’s first method of fraud is not telling tenants that ODSP is paying their rent on their behalf, and allowing tenants to continue paying their rent.
23. ODSP beneficiaries have the option to have our rent paid directly to our housing services provider. This ‘pay direct’ service was first offered by ODSP in 2015. As seen in **Exhibit “T”**, which is correspondence between myself and my ODSP case worker, Ashley Walker, Ashley says that as a rule of procedure, ODSP makes direct payments to housing services providers until the beneficiary requests them not to.
24. This means that when ODSP beneficiaries get off ODSP for a period of time, ODSP stops paying their rent, but when they get back on ODSP at a later time, ODSP re-starts paying their rent, without informing them. I didn’t know ODSP had continued paying my rent, though, so I also paid my rent.

Method of Fraud #2: Overcharging tenants on income supplements they’re not entitled to and are now paying back

25. Two years later, on June 18, 2024, though, I discovered an online news article about NYCHA, titled: [‘NYCHA Tenants Sue Over Early Exclusion From State Pandemic Rent](#)

Relief, which was published on May 1, 2024, and authored by Tatuana Turner and JeanMarie Evely. In this article, it explains that one of the reasons NYCHA tenants were in the process of suing NYCHA is because NYCHA tenants were overcharged on income supplements they weren't entitled to. That's when I realized Barrie Housing had done the exact same thing to its tenants. In **Exhibit "P"**, I've written and published a comparison article beside it, to help others understand the Canadian comparisons.

26. During the Covid-19 pandemic, there was a period of time when ODSP employees, and Employment and Social Development Canada employees, whom administers CPP Disability benefits, weren't able to physically go to work, which resulted in all disability beneficiaries receiving the maximum amount of benefits via automatic deposit, even though we weren't eligible for the maximum amounts. This led to all beneficiaries receiving an overpayment in disability benefits, in which we're all paying back each month now. I've provided a list of all the income supplements I received in 2020, in **Exhibit "Q"**. Here, you'll see that I received both ODSP and CPP Disability payments.
27. Although beneficiaries can be on both the ODSP and CPP Disability program at the same time, we're not allowed to receive monetary benefits from both programs, so now, I owe all those CPP Disability payments back, as well as a portion of all the ODSP payments. The reason someone would want to be on both programs, though, is because one pays more and the other provides tax benefits.

Fraud by Concealment

28. In paragraph 8 of the Factum of the Defendant, dated January 27, 2025, it states:

"The true nexus of this dispute is that in May 2022, the applicant had overpaid her rent and received a credit for such overpayment..."

29. This statement is false because I did not overpay my rent in May 2022. I overpaid my rent every year between 2015 and 2022.

30. Barrie Housing's CEO, Mary-Anne Denny-Lusk, fraudulently concealed the fact that I had been overcharged for two reasons. On April 26, 2022, Mary-Anne told me I was overcharged for double-paying my rent (**Exhibit "F"**), but on September 16, 2024, Barrie Housing's Statement of Claim states that I had been overcharged for receiving income supplements I wasn't entitled to (**Exhibit "I"**). Mary-Anne fraudulently concealed all the reasons for my overcharge.
31. Mary-Anne also fraudulently concealed the time frame in which I had double-paid my rent. As seen in **Exhibit "F"**, Mary-Anne told me that ODSP started paying my rent in October 2021, but as seen in my ODSP ledger, found in **Exhibit "R"**, ODSP re-started paying my rent directly to Barrie Housing in July 2017, March 2020, and again in November 2021.
32. When Barrie Housing finally told me the specific dollar amount of my overcharge in 2022, it deliberately withheld the material fact that I had been overcharged for seven years, and it deliberately withheld the material fact that I had been overcharged on income supplements I wasn't entitled to.

Discovery of Additional Unlawful Charges

33. When I received my ODSP ledger on October 31, 2024, I was able to breakdown the majority of my overcharge. My ODSP ledger shows the 16-double payments of \$152 each, amounting to a total of \$2,432.00, but my tenant ledger doesn't account for the remaining \$196.53 of my overcharge. However, my April 2018 rent rate, which can be viewed in **Exhibit "H"**, was calculated at \$116.53. This month is the only month my rent has ever been calculated to include cents. All of my other rent charges were set at a specific dollar amount and zero cents. Clearly, my April 2018 rent was returned to me, which means there's still \$80.00 not accounted for.
34. Since my April 2018 rent was clearly returned to me, this means that Barrie Housing employee, Ashley Sutherland, made a mistake in calculating my rent rate in 2018. Barrie Housing ignored this miscalculation, attempted to evict me because of it, as seen in **Exhibit "S"**, charged me a \$175 eviction filing fee—which still has not returned to me by the way—

and when I finally had an opportunity to speak to Mary-Anne about it during the recorded phone call on April 26, 2022, Mary-Anne lied about the title of the eviction notice I found on my door, as seen in **Exhibit “F”**. Here, you can see at time stamp 20:55 of the recorded phone call, that Mary-Anne said:

“Oh, so its an LI fee, so it’s not an eviction notice”, yet the title of the form on my door says: “Application to Evict for Non-payment of Rent...”

35. And for some reason, Barrie Housing charged me a parking fee each month for the entire year of 2020, despite the fact that I’ve been parking my car since 2016, and Barrie Housing won’t tell me why I was randomly charged a parking fee that year either. These parking fees amount to \$350.00, and it hasn’t been returned to me either.
36. Furthermore, during the recorded phone call between myself and Mary-Anne from 2022, in which **Exhibit “D”** shows an excerpt of the transcript, Mary-Anne told me I’d be given a breakdown of how much money was being returned to me and how much was being returned to ODSP. But I never received this breakdown. Back then, I didn’t think Barrie Housing was lying. Since Barrie Housing has told me I was also overcharged for receiving income supplements I wasn’t entitled to, I’ve requested this financial breakdown +10 times, but Barrie Housing won’t give it to me.

Duty to Accommodate

37. **Exhibit “T”** shows more correspondence between myself and my ODSP case worker, Ashley Walker. Ashley sent me an attachment titled, ‘Client Accommodation Questionnaire’.
38. Pursuant to section 2 of the *Ontario Human Rights Code*, ODSP has a Duty to Accommodate me since I have a disability. So when I sought clarification about my ODSP ledger, Ashley had a Duty to Accommodate this request. Barrie Housing and the County of Simcoe also have a Duty to Accommodate me since I have a disability. However, both Barrie Housing and the County of Simcoe refuse to accommodate me in my requests for the financial breakdown that explains how my overcharge was determined. They won’t even make a new one.

39. **Exhibit “U”** shows an excerpt of Mary-Anne’s sworn affidavit dated October 4, 2024, at para. h) ii), Mary-Anne said that Barrie Housing believed a portion of my credit ought to be repaid directly to ODSP. But Barrie Housing never did that either. As seen in **Exhibit “O”**, my ODSP case worker, Ashley Walker, told me that Barrie Housing never reimbursed ODSP with money at any time.
40. Since Barrie Housing claims my audit/review document doesn’t exist, it won’t provide it to the County of Simcoe for my MFIPPA request seeking the production of it.
41. As seen in my correspondence with Soula White on September 28, 2021 (**Exhibit “A”**), my rent rate was based on CPP Disability and Earned Income. As seen in the partial breakdown of my credit in **paragraph 32**, my rent rates still need to be re-adjusted to reflect my actual income.
42. Because this happened to me, it also happened to Barrie Housing’s other Rent-Geared-to-Income (“RGI”) tenants in receipt of disability benefits because all of us received overpayments in 2020. I’ve asked other RGI tenants in receipt of disability benefits in 2020 if they were returned any overcharged rent monies and they weren’t. They weren’t even told they were overcharged.

Sworn or Affirmed before me: ✓ in person

at the City of Barrie in the County of Simcoe on *March 21, 2025*.



Signature of Commissioner (or as may be)



Signature of Deponent

Pursuant to the Commissioners for
taking Affidavits Act,
Conformément à la Loi sur les
commissaires aux affidavits,

RCP-E 4D (February 1, 2021)

Exhibit A

Exhibit A

Leah Dyck
Rent
To: Karen Tkaczyk

THIS IS EXHIBIT A REFERRED
TO IN THE AFFIDAVIT OF
Leah Dyck
SWORN BEFORE ME THIS
DAY OF MAR 21 2025
AT THE CITY OF BARRIE,
IN THE COUNTY OF SIMCOE.
Dijah F. F. F. F. F.
A COMMISSIONER, ETC.

Court File No. CV-24-00003257-0000

Pursuant to the Commissioners for
taking Affidavits Act,
Conformément à la Loi sur les
commissaires aux affidavits,

Exhibit "A"

September 28, 2021 at 7:24 AM

Good morning,
I just received my EI payment this morning and it is half the amount it usually is:
Which means, if I pay my full rent of \$425, I won't have anything left for the next two weeks.
Since my income has gone down, will my rent amount be lowered as well?
Thank you,
Leah
Sent from my iPhone

Soula White
RE: Rent
To: Leah Dyck

September 28, 2021 at 3:51 PM

Siri Found a Contact
Soula White
soula@barriehousing.com

Add

Hi Leah,
Please be advised your current rent is based on CPP-D and Earned income from Metro News based on \$677.16 monthly. Your current rent of \$378.00 is based on the above information.
Did you provide confirmation you are no longer working and when you started receiving Employment Insurance?
If you have not done so already please return your Household Income and Asset review package that was due back on Sept 1, 2021 in order to avoid being set to a Loss of Subsidy effective January 1, 2022 in the amount of \$980.00.
You currently have a credit in your account so don't worry about paying any rent for October 2021.
Any questions let me know

Soula White
(she/her)
Barrie Housing
Tenant Service Worker
549 Yonge Street, Barrie – Common Room
705-727-0414 ext. 106
soula@barriehousing.com

Leah Dyck
Re: Rent
To: Soula White

September 28, 2021 at 4:29 PM

Hey Soula,
Earlier today I made a payment of \$340 because I thought for sure I would still owe something.
Is it at all possible to somehow get that money back as I only have \$145 to live on for the next two weeks?
And yes I remember putting the blue form right into Karen's hands because I was late with it and she was getting on me about it. It included two ROE's as well because the company I was working for went bankrupt and the company that bought it out hired me on for six more weeks so I had two ROE's.
I will fill out the new form as soon as I can. Today has been a horrible day because I wasn't expecting to get half of my EI and now I don't know how I'm going to eat or get around or do laundry... and my charity that I started at the beginning of summer (Fresh Food Weekly) had to close down this week and that's a huge loss for me. I worked so hard at it - I was delivering +2000 pounds of donated produce/breads to 287 low-income families a week. And now it's all over. And I'm devastated because I have to go back to some demeaning minimum wage job that won't pay me enough to eat three meals a day and I'm having a hard time accepting my new circumstances.
It would be nice if you didn't threaten to take away my subsidized housing because I will get you what you need (again) and I'm a good person and I don't deserve this life of poverty. I'm way too smart and hard working and educated to live like this yet this is my reality and no matter how hard I work to get out, I'm constantly pushed back down.
I need some compassion.
Leah
Sent from my iPhone

Exhibit B

Exhibit B

THIS IS EXHIBIT B REFERRED
TO IN THE AFFIDAVIT OF
Leah Dyck
SWORN BEFORE ME THIS
DAY OF MAR 7 1 2025
AT THE CITY OF BARRIE,
IN THE COUNTY OF SIMCOE.
Eljida Salas
A COMMISSIONER, ETC.

Court File No. CV-24-00003257-0000
Pursuant to the Commissioners for
taking Affidavits Act,
conformément à la Loi sur les
commissaires aux affidavits

Leah Dyck
Rent
To: Katch Thadock

September 28, 2021 at 7:24 AM

Exhibit "B"

Good morning,

I just received my EI payment this morning and it is half the amount it usually is:

Which means, if I pay my full rent of \$425, I won't have anything left for the next two weeks.

Since my income has gone down, will my rent amount be lowered as well?

Thank you,

Leah

Sent from my iPhone

Leah Dyck
Income change
To: Adele

February 6, 2022 at 10:05 AM

Good morning Adele,

So I finally got a job. I am working for National Nutrition in Orillia full time now.

I started on Jan. 14th. I've attached my first and only two pay stubs so far. The first one is only one week's pay and the second one is two week's pay. The second one will remain the same every two weeks.

I believe I may still have a small credit left on my rent. Could you tell me my new rent amount and how much I'm now owing for the month of January? I will make the payment immediately in full online as soon as I hear back.

Thanks Adele,

Leah

Leah Dyck
Income change
To: Christel St. Amant

March 14, 2022 at 1:17 PM

Hi Christel,

So I ended up quitting my job - my last day worked was Feb. 9th. I apologize for not telling you sooner. I've attached my last pay stub - I only got paid three times so now you have copies of all three of my pay stubs.

A few months ago I was told that I have a small credit for my rent. Would you be able to tell me how much I owe for Mar. 1st?

Thank you,

Leah Dyck
380 Duckworth Street
Unit #507
Barrie, On
L4M 6J8

Sent from my iPhone

Leah Dyck
Re: Income change
To: Christel St. Amant

April 10, 2022 at 8:28 AM

Hey Christel,

So here's a screenshot I got from Soula White indicating that I have a credit on my account:

I have asked Adele, and you, multiple times as to how much this credit is. No one wants to tell me.

This is sooooo messed up because YOU KNOW I know I have no money.

Your co-worker Ashley has already stolen \$175 from me once in the past. And I will NEVER forget that.

Can you guys please tell me how much this credit is?

Thank you,

Leah

Sent from my iPhone

Exhibit C

Exhibit C

THIS IS EXHIBIT C REFERRED TO IN THE AFFIDAVIT OF Leah Dyck SWORN BEFORE ME THIS MAR 21 2025 DAY OF AT THE CITY OF BARRIE, IN THE COUNTY OF SIMCOE. [Signature]

Court File No. CV-24-00003257-0000

Pursuant to the Commissioners for taking Affidavits Act, Conformément à la Loi sur les commissaires aux affidavits,

Exhibit "C"

April 26, 2024 at 9:22 PM

Leah Dyck Re: Credit To: Soula White, maryanne@barriehousing.com

Hey Soula,

My car broke down yesterday. The mechanic is looking at it tomorrow morning. If you think I'm lying, I can easily prove it with pictures and an invoice when I get it tomorrow.

I've never lied to you or anyone at BMNPHC, ever... I don't lie. Even though your first thought is that I'm a liar.

Well I'm not.

I wanted to see if you found out yet if I'm allowed to get my money back? If it doesn't happen till end of May, that's okay, I just want to know if I'll be able to fix my car.

I obviously can't afford to fix my car but with this money I could put it back on the road, and my stress level will be significantly decreased, and I'll continue to pay back ODSP - since you couldn't care less that I'm starving and only care if ODSP gets their money back immediately. They will get it back slowly every month. My caseworker Ryan Broadworth, who is also the Director of ODSP, is 100% good with this plan so shouldn't his decision be the only one that matters if what I'm asking for doesn't matter? Or are you guys obsessed with making me starve and live in actual prison? Ryan isn't obsessed with me starving. He's an actual human being.

Also, will you guys be letting everyone else know that they have also been overcharged? Or are you going to pretend like that didn't happen either and keep letting them make payments on their overpayment to ODSP each month? Do you not realize we're all starving? I intend to tell everyone in this building and all your other buildings who are on ODSP about this because none of you people can be trusted about anything. So this is a heads up of my intentions if BMNPHC continues to refuse to do the right thing and not give back all the money you know is theirs. I might even see if CBC radio would be interested in hearing about this massive theft as well. I can gather proof and evidence from everyone I can think of - their pay statements will all be available online in MyBenefits and there will be no notices of readjustments from you guys in their own personal files. Maybe even CTV news would be interested in this as well. I'm sure you've seen my previous interview on CBC and CTV that's posted on the home page of my website: www.FreshFoodWeekly.com ? Feel free to see if I'm lying about what too. It's only going to infuriate me more if other starving people reach out to you and ask about their overpayment and they're ignored like I was for months.

I would also prefer correspondence to be done over email if possible so no one can pull an Ashley on me ever again.

As far as I know you could be lying just like Ashley did and you'll send me an eviction notice in May with a \$175 eviction fee in addition to my regular rent, just like she did. And then when I call you and ask you about it, you'll ignore all my calls and never call me back, just like Ashley did... you'll just keep sending eviction letters instead of admitting you made a mistake and then make me literally pay for it, just like Ashley did.

If you must speak to me on the phone about this, I'll have to start recording calls with TapeACall and that costs money which you all know I don't have (less than \$20/month). But I will spend the few dollars I do have so you can't steal another \$175 from me for Karen's mistake and Adele's coverup (I specifically asked Adele about this and she pretended that I didn't ask when she re-calculated my rent, but I have it in my emails that I did ask her about this).

I'm furious.

In the meantime, I don't have a car. And I'm still starving. Not that you care.

If you're wondering why I'm so furious, it's because you're all thieving witches. And I'm STARVING! That's the biggest problem here. It's bad enough that you guys have stolen thousands, but you stole from a single mom and child who can't fucking eat! And if you didn't steal from me personally, you sit there and watch your co-workers do it OVER AND OVER again!!

How does this not bother you? You do seem like a pretty nice person, but how do you think this is okay? By doing nothing, you are just as guilty as the ones who keep stealing.

Do you realize I've dedicated my life to righting the wrongs of BMNPHC? Obviously I'm not in much of a position to do much right now - Of course I can try to expose your organization for what it's done, and just pray that someone else cares as much as I do about bullies taking advantage of their power and preying on the vulnerable. I will never forget the suffering your organization has caused me, my neighbours and everyone who lives here. It's literally traumatized me. Like, do I sound like I'm okay? No, I sound like someone who can't tolerate abuse for another second!

I can also assure you that I am motivated in ways you can't even gauge. And I am more persistent than anyone you've ever met.

Exhibit D

Exhibit D

THIS IS EXHIBIT D REFERRED
TO IN THE AFFIDAVIT OF
Leah Dyck
SWORN BEFORE ME THIS
DAY OF MAR 21 2025
AT THE CITY OF BARRIE,
IN THE COUNTY OF SIMCOE.
Eliza Ballant
A COMMISSIONER, ETC.

Court File No. CV-24-00003257-0000

Pursuant to the Commissioners for
taking Affidavits Act,
Conformément à la Loi sur les
commissaires aux affidavits,

CA Christel St. Amand
RE: Income change
To: Leah Dyck

1

Exhibit "D"

March 16, 2022 at 1:44 PM

Ok, I finished up the review and your new rent will be effective April 1st in the amount of \$152. Once you get your new ODSP statement, can you take a picture of it and send it to me please. Thanks in advance, have a great day!

Kind Regards,

Christel St.Amand
Rent Geared to Income Clerk
Barrie Housing
549 Yonge St., Barrie ON
(705) 727-0414 ext 112
Fax (705) 915-1727

CA Christel St. Amand
RE: Income change
To: Leah Dyck, Cc: Soula White, Adele

2

April 12, 2022 at 3:25 PM

Details

Hi Leah,

The accounting department is reviewing your file. Soula will be following up with you shortly as this is not my department. Thank you.

Kind Regards,

Christel St.Amand
Rent Geared to Income Clerk
Barrie Housing
549 Yonge St., Barrie ON
(705) 727-0414 ext 112
Fax (705) 915-1727



SW Soula White
RE: Credit
To: Leah Dyck

April 13, 2022 at 1:38 PM

Siri Found a Contact
Soula White
soula@barriehousing.com

Add X

Hi Leah,

We appreciate your patience. I heard back from accounting and the hold up on the review of our file is because of the amount of the credit. It is in the final stages of being audited to make sure it is a true credit. We hope to have approval by today latest tomorrow.

Thank you,

3

Soula White
(she/her)
Barrie Housing
Tenant Service Worker
549 Yonge Street, Barrie – Common Room

Exhibit E

The Recorded Phone Call, dated April 26, 2022

<https://www.dropbox.com/scl/fi/c3rglx3brjxftldviwn7u/MaryAnne-DennyLusk-Audio-recording.mp3?rlkey=bchfl64wx90v7mubhgokbo5am&st=d6j2v1qf&dl=0>

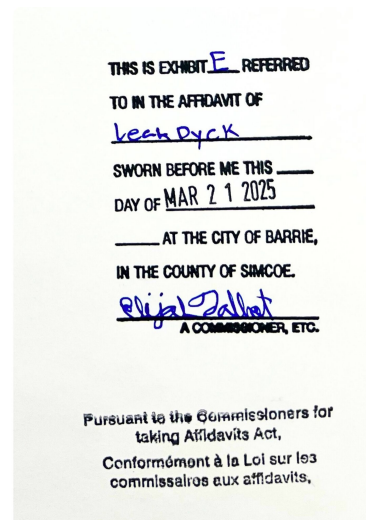


Exhibit F

Exhibit F

Exhibit "F"

Excerpts from the recorded phone call

Mary-Anne: ODSP is paying your full rent? So what I'm seeing is I see you making a payment and ODSP making a payment. Are you making a payment as well?

Leah: To, to who?

Mary-Anne: For your rent. Are you making monthly payments to Barrie Housing for your rent of \$152?

Leah: Yeah, I was but I wasn't going to just because of the credit but should I should I keep doing it though?

12:17

Mary-Anne: No because ODSP is paying your full rent you don't owe us anything in rent anymore. ODSP is covering your whole \$152 in rent.

Leah: So they pay you directly?

Mary-Anne: Yes.

Leah: I had no idea.

12:28

Mary-Anne: Yes, so that's where a lot of this credit's coming from. Since they started paying in October, you've also been paying. Yes. Did they tell you how much your credit is right now?

Leah: No. Well Soula told me yesterday the day before it was \$2,600.

12:48

Mary-Anne: Yes. So I can actually, if like, when we do our calculations, because I'm assuming that this is all you making overpayments because if you're double paying on your rent we owe that money back to you not to ODSP.

Leah: So that's why it's so high.

Mary-Anne: Mhmm.

Leah: okay, because I was kind of thinking like, that's really high even for the explanation I got, but yeah, okay.

THIS IS EXHIBIT F REFERRED
TO IN THE AFFIDAVIT OF
Leah O'ck
SWORN BEFORE ME THIS _____
DAY OF MAR 21 2025
_____ AT THE CITY OF BARRIE,
IN THE COUNTY OF SIMCOE,
Dijah Talbot
A COMMISSIONER, ETC.

Mary-Anne: Yes, so let me, like I said, let me check with Soula because if a portion of it does have to go to ODSP, which I'm not seeing it does, we have to get their permission.

Leah: I understand that.

Mary-Anne: And your worker's name was what you said was Ryan?

Leah: Mhmm.

Mary-Anne: If you could, not that I'm thinking we need to, but do you have an email address or a phone number for him that you could send to me?

Leah: It should be written right on that letter.

Mary-Anne: Okay.

Leah: Do you see it there? It's not, I can, my correspondence with him has always been through my benefits through my phone, but I can - I know his phone number is on there, but if it's not, let me know.

Mary-Anne: So if we, yeah, if we determine that that's, if a portion of it is owing to ODSP, we can reach out to ODSP and see what they want to do.

Leah: Okay.

Mary-Anne: And then we can get back to you.

Leah: Okay. And if they say they require it, I understand that. I'm not going to be unreasonable, so I appreciate that.

17:05

Mary-Anne: Yeah, and we'll just communicate that with you. Like, we'll break it down. This is how much is going to you, this is how much is going to ODSP, and then by the end of this, your balance should be zero.

Leah: Okay, perfect.

Mary-Anne: Okay. Is there anything else you want to talk to me while I'm on the phone with you?

17:17

Leah: Nope, that's it. Ugh, other than, like, yeah, I don't really have anything to say. Like, you guys know that Ashley, like, that was really wrong of her to do that, but, like, that was years ago, and I'm not over it.

Mary-Anne: It's an eviction fee. Is that just a filing fee? Is that what?

Leah: Yeah, like, she called me up, because what I used to do years ago was I would pay, like, a little extra every month, like, a month plus a quarter, so every fourth month I didn't have to pay rent. So, she called me up one day, and she's like, you don't owe any more money, you have a credit, and I'm like, really, are you sure? Because I was keeping track in my head that I did have to pay, and she's like, no, and she just listed off. She's like, you paid this amount on this date, and you paid this amount on this date, and then you paid this amount on this date, and I'm like, okay. And then I remember my boyfriend was sitting beside me in the car when I received this, and he's like, so do you need money? And I'm like, apparently I don't. So, my rent, I owed, like, \$500 and something, but she told me I owed nothing. So then, I didn't pay rent when the first of the next month came around, and I got an eviction notice. And so, I called her and left her a message, and I'm like, hey, Ashley, I just got this eviction notice, and you told me that I didn't owe anything. So, if you're taking me a call back, she didn't call me back. I was charged a \$175 eviction fee notice. And then I called her again, and I'm like, I have no evidence of you telling me this because you told me over the phone. Could you please do the right thing because I can't afford this \$175. And she still never called me back, and then somebody from your, like, payment plan department called me and said, I can't help you with that, but I can set up a payment plan for you. And so, I had to pay back the \$500 plus the \$175 over a six -month period, and at that point, my boyfriend and I broke up and he couldn't pay so I'm I just, she called me for the first time since at Christmas asking if my teenage daughter wanted any infant toys for Christmas I said thanks, but no thanks. And then I kind of was like really kind of rude to her and I feel like she realized who I was because she used to call me up all the time with my case if I had any questions or anything with my case, she was like my main contact for a long time and then the moment she did this, she suddenly didn't talk to me ever again until this past Christmas. So like she knows what she did and nobody seemed to care and I just think that when you have no money like when you literally live on less than a thousand dollars a month and that happens like they should, like, I'm sure she wouldn't even have to pay for it out of her own pocket like you guys probably would have covered it but like nobody was even reasonable like I asked about I went

down to the office and they're like, if anybody doesn't pay, um, if they owe more than \$85, they automatically get an eviction notice and we don't call them, we just evict them.

20:55

Mary-Anne: Oh, so it's, it's an L1 fee, so it's not an eviction notice, it's just a late payment notice. I know that that makes a difference, but yeah, it get automatically gets filed.

Leah: Yeah, obviously like I don't think anything is going to happen with this, but it's just like this is part of the treating us bad part. Like, you think she called me, told me I didn't owe money, turns out that was a mistake, she probably made an honest mistake, and now I had to pay the \$175 I didn't have.

Mary-Anne: And you said that was Ashley?

Leah: Yeah.

Mary-Anne: Because Ashley hasn't worked with that building in quite some time, then I went to Karen.

Leah: I know. It was a long time ago, it was a really, like my, the last time I was with a boyfriend was like four years ago, so this would have been over four years ago.

Mary-Anne: Okay. And then I went to Karen and now it's Soula.

Leah: And so like every time I like, I think that one time since, I didn't think I was going to pay my rent on time because I got laid off because of the company went bankrupt because of COVID. And I called and left a message and I was so scared that you guys were going to say that I didn't leave a message or I didn't talk to somebody that I had to drive down, walk into the office and get written notice from you guys saying I came in because I didn't want someone to lie and say, I didn't work this out with you.

Mary-Anne: Mhmm.

Leah: I guess just, I don't feel like I can trust people at this organization because of the horrible treatment. I remember a few years back, my shower, it stopped giving out hot water and I had showers with in cold water for six months because I thought that you guys wouldn't fix it. Like when at any time I need something six, nothing gets fixed, so I

Exhibit G

Court File No. CV-24-00003257-0000

Exhibit G

Barrie Housing
www.barriehousing.com
339 Huronia Rd., Barrie, ON L4N 8Z1

Exhibit "G"

THIS IS EXHIBIT G REFERRED
TO IN THE AFFIDAVIT OF
Leah Dyck
SWORN BEFORE ME THIS
DAY OF MAR 21 2025
 AT THE CITY OF BARRIE,
IN THE COUNTY OF SIMCOE.
Diana Fabbot
A COMMISSIONER, ETC.

Pursuant to the Commissioners for
taking Affidavits Act,
Conformément à la Loi sur les
commissaires aux affidavits,

THE BARRIE MUNICIPAL NON-PROFIT HOUSING CORPORATION O/A BARRIE HOUSING
339 HURONIA RD.
BARRIE, ON L4N 8Z1

THE BANK OF NOVA SCOTIA
www.novabank.com/businessservices 1-888-856-1234
www.banquescotie.com/servicesauxentreprises

020477

47696

PAY TO THE ORDER OF ***** TWO THOUSAND SIX HUNDRED TWENTY EIGHT AND 53/100 DOLLARS *****
05/09/22 \$2,628.53***

Leah Dyck
380 Duckworth Street #507
Barrie, ON L4M 6J8

PER Breda Owen
PER Margaret

THE BARRIE MUNICIPAL NON-PROFIT HOUSING CORPORATION O/A BARRIE HOUSING

DATE: 05/09/22 CK#: 20477 TOTAL: \$2,628.53*** BANK: Barrie Scotiabank Account 1 (barrie1)
PAYEE: Leah Dyck (v0006052)

Property Address Code	Invoice Date	Description	CHEQUE NO.	Amount
Summitview - bm_1014	TENANT REFUND 1014-507	SUMMITVIEW # 507 TENANT REFUND	020477	2,628.53
				2,628.53

Exhibit H

THIS IS EXHIBIT H REFERRED Court File No. CV-24-00003257-0000

TO IN THE AFFIDAVIT OF

Leah Dyck

SWORN BEFORE ME THIS _____

DAY OF MAR 21 2025

_____ AT THE CITY OF BARRIE,

IN THE COUNTY OF SIMCOE.

Royal Talbot
A COMMISSIONER, ETC.

Exhibit "H"

Page : 1

Exhibit H



Tenant Ledger

Lease Code : 16011237 Property : brn_1014 Lease From : 2/1/2024
 Lease Name : Leah Dyck Unit : 0507 Lease To : 1/31/2025
 Contact Name : Leah Dyck Status : Current Move In : 4/24/2017
 Contact Address : Summitview 380 Telephone (O) : Move Out :
 Duckworth Street
 City : Barrie Telephone (H) :
 Country : canada Base Currency : cad

Pursuant to the Commissioners for taking Affidavits Act,
 Conformément à la Loi sur les commissaires aux affidavits,

My ODSP payment is missing for July and August 2017.

Trans Date	Post Month	Chg/Rec	Description	Net	Tax1	Tax2	Total	Payment	Balance
6/30/2017	6/2017	C-161294	balfor -	152.00	0.00	0.00	152.00	0.00	152.00
6/30/2017	6/2017	C-181603	balfor - Implementation Adjustment	-142.00	0.00	0.00	-142.00	0.00	10.00
7/1/2017	7/2017	C-142624	rgrent - RGI Rent	152.00	0.00	0.00	152.00	0.00	162.00
7/7/2017	7/2017	R-141539	Debit SV	0.00	0.00	0.00	0.00	210.00	-48.00
8/1/2017	8/2017	C-151952	rgrent - RGI Rent	152.00	0.00	0.00	152.00	0.00	104.00
8/2/2017	8/2017	R-204699	Debit Summitview	0.00	0.00	0.00	0.00	200.00	-96.00
9/1/2017	9/2017	C-158782	rgrent - RGI Rent	152.00	0.00	0.00	152.00	0.00	56.00
9/1/2017	9/2017	R-167876	chk# 23108568 - ODSP	0.00	0.00	0.00	0.00	152.00	-96.00
10/1/2017	10/2017	C-173143	rgrent - RGI Rent	152.00	0.00	0.00	152.00	0.00	56.00
11/1/2017	11/2017	C-179977	rgrent - RGI Rent	152.00	0.00	0.00	152.00	0.00	208.00
11/1/2017	11/2017	R-193284	Debit Summitview	0.00	0.00	0.00	0.00	152.00	56.00
12/1/2017	12/2017	C-189284	rgrent - RGI Rent	152.00	0.00	0.00	152.00	0.00	268.00
12/4/2017	12/2017	R-204143	Debit Summitview	0.00	0.00	0.00	0.00	152.00	56.00
1/1/2018	1/2018	C-198368	rgrent - RGI Rent	152.00	0.00	0.00	152.00	0.00	268.00
1/8/2018	1/2018	R-216363	Debit Head Office	0.00	0.00	0.00	0.00	208.00	0.00
1/29/2018	1/2018	R-226598	Debit Summitview	0.00	0.00	0.00	0.00	152.00	-152.00
2/1/2018	2/2018	C-208111	rgrent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
2/27/2018	2/2018	R-232654	Debit Summitview	0.00	0.00	0.00	0.00	152.00	-152.00
3/1/2018	3/2018	C-216923	rgrent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
4/1/2018	4/2018	C-220945	rgrent - RGI Rent	116.53	0.00	0.00	116.53	0.00	116.53
4/4/2018	4/2018	R-252414	Debit Head Office	0.00	0.00	0.00	0.00	152.00	-35.47
4/27/2018	4/2018	R-258872	BMO 000105774NET-111640-228044	0.00	0.00	0.00	0.00	152.00	-187.47
5/2/2018	4/2018	C-234340	rgrent - May Rent	152.00	0.00	0.00	152.00	0.00	-35.47
5/31/2018	5/2018	R-268013	BMO 00012463R1NET-151104-228044	0.00	0.00	0.00	0.00	152.00	-187.47
6/1/2018	6/2018	C-242444	rgrent - RGI Rent	152.00	0.00	0.00	152.00	0.00	-35.47
7/1/2018	7/2018	C-255307	rgrent - RGI Rent	152.00	0.00	0.00	152.00	0.00	116.53
7/3/2018	7/2018	R-286285	BMO 0001913551MBLE-101059-238044	0.00	0.00	0.00	0.00	152.00	-35.47
7/30/2018	7/2018	R-292684	BMO 0001936512MBLE-281344-238044	0.00	0.00	0.00	0.00	152.00	-187.47
8/1/2018	8/2018	C-270585	rgrent - RGI Rent	152.00	0.00	0.00	152.00	0.00	-35.47
8/30/2018	8/2018	R-304177	BMO 0001552278MBLE-210854-238044	0.00	0.00	0.00	0.00	152.00	-187.47
9/1/2018	9/2018	C-277901	rgrent - RGI Rent	152.00	0.00	0.00	152.00	0.00	-35.47
9/27/2018	9/2018	R-315819	BMO 0001747896MBLE-241333-238044	0.00	0.00	0.00	0.00	152.00	-187.47
9/28/2018	9/2018	R-319965	BMO 0001981783MBLE-201318-238044	0.00	0.00	0.00	0.00	355.00	-542.47
10/1/2018	10/2018	C-289222	rgrent - RGI Rent	576.00	0.00	0.00	576.00	0.00	33.53
11/1/2018	11/2018	C-300587	rgrent - RGI Rent	378.00	0.00	0.00	378.00	0.00	411.53
11/1/2018	11/2018	R-333924	BMO 000115606MBLE-41532-238044	0.00	0.00	0.00	0.00	34.00	377.53
11/29/2018	11/2018	R-342615	BMO 0001941872MBLE-320704-238044	0.00	0.00	0.00	0.00	378.00	-0.47
12/1/2018	12/2018	C-315157	rgrent - RGI Rent	378.00	0.00	0.00	378.00	0.00	377.53



12/24/2018	12/2018	R-354073	BMO 0001266843MBLE-340846-238044	0.00	0.00	0.00	0.00	378.00	-0.47
1/1/2019	1/2019	C-323041	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	377.53
1/30/2019	1/2019	R-368024	BMO 0001092487MBLE-090945-238044	0.00	0.00	0.00	0.00	344.00	33.53
2/13/2019	1/2019	C-334812	LTB - L1 filing fee	175.00	0.00	0.00	175.00	0.00	208.53
2/1/2019	2/2019	C-332422	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	586.53
2/22/2019	2/2019	R-380386	BMO 0001347074MBLE-021038-238044	0.00	0.00	0.00	0.00	34.00	552.53
2/22/2019	2/2019	R-380387	BMO 0001357761MBLE-021122-238044	0.00	0.00	0.00	0.00	250.00	302.53
2/27/2019	2/2019	R-382805	BMO 0001201432MBLE-070848-238044	0.00	0.00	0.00	0.00	378.00	-75.47
3/1/2019	3/2019	C-346388	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	302.53
3/29/2019	3/2019	R-396509	BMO 0001198012MBLE-071139-238044	0.00	0.00	0.00	0.00	514.53	-212.00
4/1/2019	4/2019	C-355661	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	166.00
4/12/2019	4/2019	R-406159	BOM 0001976643MBLE-111502-238044	0.00	0.00	0.00	0.00	300.00	-134.00
4/29/2019	4/2019	R-409759	BOM 0001688826MBLE-161436-238044	0.00	0.00	0.00	0.00	378.00	-512.00
5/1/2019	5/2019	C-368779	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-134.00
5/30/2019	5/2019	R-423350	BOM 0001820747MBLE-19125-238044	0.00	0.00	0.00	0.00	378.00	-512.00
6/1/2019	6/2019	C-377325	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-134.00
6/5/2019	6/2019	R-432686	chk# DEBIT -	0.00	0.00	0.00	0.00	40.00	-174.00
6/27/2019	6/2019	R-436366	BOM 0001062128MBLE-170928-238044	0.00	0.00	0.00	0.00	378.00	-552.00
7/1/2019	7/2019	C-390436	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-174.00
7/29/2019	7/2019	R-450161	BOM 0001018843MBLE291812238044	0.00	0.00	0.00	0.00	378.00	-552.00
8/1/2019	8/2019	C-407499	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-174.00
8/29/2019	8/2019	R-463488	chk# HO Online - BMO 0001473061MBLE-200317-238044	0.00	0.00	0.00	0.00	400.00	-574.00
9/1/2019	9/2019	C-423466	rgirent - RGI Rent	365.40	0.00	0.00	365.40	0.00	-208.60
9/1/2019	9/2019	C-423467	rgirent - RGI Rent	12.60	0.00	0.00	12.60	0.00	-196.00
9/27/2019	9/2019	R-477697	chk# HO Online - BOM 0001979999MBLE-291150-238044	0.00	0.00	0.00	0.00	400.00	-596.00
10/1/2019	10/2019	C-445532	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-218.00
10/30/2019	10/2019	R-492245	chk# HO ONLINE - BOM 0001877162MBLE-320420-238044	0.00	0.00	0.00	0.00	400.00	-618.00
11/1/2019	11/2019	C-474016	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-240.00
11/28/2019	11/2019	R-506591	chk# HO Online - BMO 0001267983MBLE-311243-238044	0.00	0.00	0.00	0.00	400.00	-640.00
12/1/2019	12/2019	C-491615	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-262.00
12/23/2019	12/2019	R-519865	chk# HO Online - BOM 0001843583MBLE-341234-238044	0.00	0.00	0.00	0.00	400.00	-662.00
1/1/2020	1/2020	C-508091	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-284.00
1/27/2020	1/2020	C-516842	park - JANUARY 2020 PARKING	25.00	0.00	0.00	25.00	0.00	-259.00
1/27/2020	1/2020	R-536012	chk# DEBIT -	0.00	0.00	0.00	0.00	25.00	-284.00
1/31/2020	1/2020	R-538828	chk# 0001789887MBLE-000723-23 - BOM 0001789887MBLE-000723-238044	0.00	0.00	0.00	0.00	425.00	-709.00
2/1/2020	2/2020	C-523950	park - Parking	25.00	0.00	0.00	25.00	0.00	-684.00
2/1/2020	2/2020	C-523951	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-306.00
3/1/2020	3/2020	C-539933	park - Parking	25.00	0.00	0.00	25.00	0.00	-281.00



3/1/2020	3/2020	C-539934	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	97.00
3/13/2020	3/2020	R-559253	chk# BMO 0001833943MBLE-02082 - BMO 0001833943MBLE-020825- 238044	0.00	0.00	0.00	0.00	97.00	0.00
3/31/2020	3/2020	R-568290	chk# 6488931RE - MCCSS CHQ 6488931RE	0.00	0.00	0.00	0.00	152.00	-152.00
4/1/2020	4/2020	C-556111	park - Parking	25.00	0.00	0.00	25.00	0.00	-127.00
4/1/2020	4/2020	C-556112	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	251.00
4/2/2020	4/2020	R-570182	chk# 0001644109MBLE-022105-23 - BOM 0001644109MBLE-022105- 238044	0.00	0.00	0.00	0.00	403.00	-152.00
4/29/2020	4/2020	R-577213	chk# BMO 0001440105MBLE-19105 - BMO 0001440105MBLE-191057- 238044	0.00	0.00	0.00	0.00	425.00	-577.00
5/1/2020	5/2020	C-575160	park - Parking	25.00	0.00	0.00	25.00	0.00	-552.00
5/1/2020	5/2020	C-575161	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-174.00
5/4/2020	5/2020	R-584226	chk# 215746157 - CHQ #6511382 RE	0.00	0.00	0.00	0.00	152.00	-326.00
6/1/2020	6/2020	C-586919	park - Parking	25.00	0.00	0.00	25.00	0.00	-301.00
6/1/2020	6/2020	C-586920	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	77.00
6/1/2020	6/2020	R-597257	chk# 0001704298MBLE-111458-23 - BMO	0.00	0.00	0.00	0.00	425.00	-348.00
6/16/2020	6/2020	R-604025	chk# 215746157 - CHQ #6533446 RE	0.00	0.00	0.00	0.00	152.00	-500.00
6/29/2020	6/2020	R-607911	chk# 0001500527MBLE-180736-23 - BMO	0.00	0.00	0.00	0.00	425.00	-925.00
6/30/2020	6/2020	R-612778	chk# 215746157 - CHQ #6556022 RE	0.00	0.00	0.00	0.00	152.00	-1,077.00
7/1/2020	7/2020	C-598218	park - Parking	25.00	0.00	0.00	25.00	0.00	-1,052.00
7/1/2020	7/2020	C-598219	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-674.00
7/31/2020	7/2020	R-640790	chk# 215746157 - CHQ #6578809 RE	0.00	0.00	0.00	0.00	152.00	-826.00
8/1/2020	8/2020	C-617964	park - Parking	25.00	0.00	0.00	25.00	0.00	-801.00
8/1/2020	8/2020	C-617965	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-423.00
8/3/2020	8/2020	R-637684	chk# 0001240720MBLE-232235-23 - BMO	0.00	0.00	0.00	0.00	425.00	-848.00
8/28/2020	8/2020	R-649170	chk# 0001915820MBLE-200924-23 - BMO	0.00	0.00	0.00	0.00	425.00	-1,273.00
9/1/2020	9/2020	C-632531	park - Parking	25.00	0.00	0.00	25.00	0.00	-1,248.00
9/1/2020	9/2020	C-632532	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-870.00
9/9/2020	9/2020	R-660646	chk# 215746157 - CHQ #22037407	0.00	0.00	0.00	0.00	152.00	-1,022.00
10/1/2020	10/2020	C-647710	park - Parking	25.00	0.00	0.00	25.00	0.00	-997.00
10/1/2020	10/2020	C-647711	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-619.00
10/7/2020	10/2020	R-678590	ODSP 22037501	0.00	0.00	0.00	0.00	152.00	-771.00
10/13/2020	10/2020	R-678346	BMO 0001538148MBLE-240945- 238044	0.00	0.00	0.00	0.00	325.00	-1,096.00
10/13/2020	10/2020	R-678347	BMO 0001346508MBLE-230905- 238044	0.00	0.00	0.00	0.00	100.00	-1,196.00
10/30/2020	10/2020	R-683793	BMO 0001901746MBLE-330733- 238044	0.00	0.00	0.00	0.00	425.00	-1,621.00
11/1/2020	11/2020	C-662372	park - Parking	25.00	0.00	0.00	25.00	0.00	-1,596.00
11/1/2020	11/2020	C-662373	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-1,218.00
11/17/2020	11/2020	R-694598	ODSP 22037544	0.00	0.00	0.00	0.00	152.00	-1,370.00
11/24/2020	11/2020	C-669333	rgirent - April 2018 rent charged incorrectly	35.47	0.00	0.00	35.47	0.00	-1,334.53
12/1/2020	12/2020	C-680879	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-956.53
12/1/2020	12/2020	C-681572	park - Parking	25.00	0.00	0.00	25.00	0.00	-931.53
12/1/2020	12/2020	R-705189	BMO 0001272655MBLE-351548- 238044	0.00	0.00	0.00	0.00	225.00	-1,156.53
12/3/2020	12/2020	R-707272	ODSP 6665234RE	0.00	0.00	0.00	0.00	152.00	-1,308.53



12/3/2020	12/2020	R-707699	BMO 0001842298MBLE-371846-238044	0.00	0.00	0.00	0.00	200.00	-1,508.53
1/1/2021	1/2021	C-697668	park - Parking	25.00	0.00	0.00	25.00	0.00	-1,483.53
1/1/2021	1/2021	C-697669	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-1,105.53
1/6/2021	1/2021	R-726722	BMO 0001019676MBLE-C50527-238044	0.00	0.00	0.00	0.00	-425.00	-1,530.53
1/25/2021	1/2021	R-729092	BMO 0001490012MBLE-C21347-238044	0.00	0.00	0.00	0.00	425.00	-1,955.53
2/1/2021	2/2021	C-711547	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-1,577.53
3/1/2021	3/2021	C-723308	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-1,199.53
3/3/2021	3/2021	R-754070	BMO 0001278662MBLE-C10632-238044	0.00	0.00	0.00	0.00	425.00	-1,624.53
3/31/2021	3/2021	R-762095	BMO 0001826451MBLE-090918-238044	0.00	0.00	0.00	0.00	425.00	-2,049.53
4/1/2021	4/2021	C-736818	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-1,671.53
4/28/2021	4/2021	R-775690	BMO 0001371016MBLE-170732-238044	0.00	0.00	0.00	0.00	425.00	-2,096.53
5/1/2021	5/2021	C-747021	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-1,718.53
5/27/2021	5/2021	R-791147	BMO 0001365613MBLE-160541-238044	0.00	0.00	0.00	0.00	425.00	-2,143.53
6/1/2021	6/2021	C-767164	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-1,765.53
6/24/2021	6/2021	R-805907	BMO 0001174870MBLE-141045-238044	0.00	0.00	0.00	0.00	425.00	-2,190.53
7/1/2021	7/2021	C-773380	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-1,812.53
7/21/2021	7/2021	R-820622	BMO 0001438568MBLE-210710-238044	0.00	0.00	0.00	0.00	425.00	-2,237.53
8/1/2021	8/2021	C-788901	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-1,859.53
9/1/2021	9/2021	C-802945	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-1,481.53
9/1/2021	9/2021	R-843433	BMO 0001539095MBLE-230723-238044	0.00	0.00	0.00	0.00	425.00	-1,906.53
9/29/2021	9/2021	R-855213	BMO 0001021567MBLE-211155-238044	0.00	0.00	0.00	0.00	340.00	-2,246.53
10/1/2021	10/2021	C-816654	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-1,868.53
10/29/2021	10/2021	R-868172	ODSP RBC 6899123RE	0.00	0.00	0.00	0.00	152.00	-2,020.53
11/1/2021	11/2021	C-819586	rgirent - RGI Rent	378.00	0.00	0.00	378.00	0.00	-1,642.53
11/1/2021	11/2021	C-819764	rgirent - Nov rent adjusted due to income change	-226.00	0.00	0.00	-226.00	0.00	-1,868.53
12/1/2021	12/2021	C-820753	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	-1,716.53
12/1/2021	12/2021	R-869418	c/o ODSP - RBC 6918577RE	0.00	0.00	0.00	0.00	152.00	-1,868.53
12/1/2021	12/2021	R-870367	BMO 0001378287MBLE-341149-238044	0.00	0.00	0.00	0.00	152.00	-2,020.53
12/22/2021	12/2021	R-871358	c/o ODSP - RBC 6937117RE	0.00	0.00	0.00	0.00	152.00	-2,172.53
12/29/2021	12/2021	R-872020	BMO 0001681941MBLE-321045-238044	0.00	0.00	0.00	0.00	152.00	-2,324.53
1/1/2022	1/2022	C-821957	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	-2,172.53
1/31/2022	1/2022	R-873742	BMO 0001973295MBLE-091907-238044	0.00	0.00	0.00	0.00	152.00	-2,324.53
2/1/2022	2/2022	C-823122	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	-2,172.53
2/1/2022	2/2022	R-873712	c/o ODSP - RBC 6955919RE	0.00	0.00	0.00	0.00	152.00	-2,324.53



2/18/2022	2/2022	R-874901	BMO 0001672423MBLE-081345-238044	0.00	0.00	0.00	0.00	936.00	-3,260.53
2/28/2022	2/2022	R-875302	c/o ODSP - RBC 6974712RE	0.00	0.00	0.00	0.00	152.00	-3,412.53
3/1/2022	3/2022	C-824281	rgirent - RGI Rent	936.00	0.00	0.00	936.00	0.00	-2,476.53
4/1/2022	4/2022	C-825499	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	-2,324.53
4/1/2022	4/2022	R-877444	c/o ODSP - RBC 6992821RE	0.00	0.00	0.00	0.00	152.00	-2,476.53
4/1/2022	4/2022	R-877801	BMO 0001163978MBLE-000639-238044	0.00	0.00	0.00	0.00	152.00	-2,628.53
5/1/2022	5/2022	C-826719	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	-2,476.53
5/1/2022	5/2022	C-826929	rgirent - Cheque #020477 - May 9/22	2,628.53	0.00	0.00	2,628.53	0.00	152.00
5/10/2022	5/2022	R-880130	c/o ODSP - RBC 22038198	0.00	0.00	0.00	0.00	152.00	0.00
6/1/2022	6/2022	C-827912	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	152.00
6/1/2022	6/2022	R-881439	c/o ODSP - RBC 22038240	0.00	0.00	0.00	0.00	152.00	0.00
6/30/2022	6/2022	R-882437	c/o ODSP - RBC 7045916RE	0.00	0.00	0.00	0.00	152.00	-152.00
7/1/2022	7/2022	C-829089	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
7/29/2022	7/2022	R-884173	c/o ODSP - RBC 7063708RE	0.00	0.00	0.00	0.00	152.00	-152.00
8/1/2022	8/2022	C-830271	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
8/31/2022	8/2022	R-885853	c/o ODSP - RBC 7080796RE	0.00	0.00	0.00	0.00	152.00	-152.00
9/1/2022	9/2022	C-831475	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
9/30/2022	9/2022	R-887711	c/o ODSP - RBC 7097622RE	0.00	0.00	0.00	0.00	152.00	-152.00
10/1/2022	10/2022	C-832669	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
10/31/2022	10/2022	R-889406	c/o ODSP - RBC 7114685RE	0.00	0.00	0.00	0.00	152.00	-152.00
11/1/2022	11/2022	C-833894	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
11/30/2022	11/2022	R-891083	c/o ODSP - RBC 7131151RE	0.00	0.00	0.00	0.00	152.00	-152.00
12/1/2022	12/2022	C-835140	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
12/21/2022	12/2022	R-892676	c/o ODSP - RBC 7148630RE	0.00	0.00	0.00	0.00	152.00	-152.00
1/1/2023	1/2023	C-836415	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
1/31/2023	1/2023	R-895130	c/o ODSP - RBC 7164967RE	0.00	0.00	0.00	0.00	152.00	-152.00
2/1/2023	2/2023	C-837637	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
2/28/2023	2/2023	R-896844	c/o ODSP - RBC 7181097RE	0.00	0.00	0.00	0.00	152.00	-152.00
3/1/2023	3/2023	C-838820	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
3/31/2023	3/2023	R-898769	c/o ODSP - RBC 7197504	0.00	0.00	0.00	0.00	152.00	-152.00
4/1/2023	4/2023	C-840041	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
4/28/2023	4/2023	R-900389	c/o ODSP - RBC 7213414	0.00	0.00	0.00	0.00	152.00	-152.00
5/1/2023	5/2023	C-841244	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
5/31/2023	5/2023	R-902332	c/o ODSP - RBC 7229403	0.00	0.00	0.00	0.00	152.00	-152.00
6/1/2023	6/2023	C-842477	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
7/1/2023	7/2023	C-843713	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	152.00
7/6/2023	7/2023	R-905172	c/o ODSP - RBC 7245232	0.00	0.00	0.00	0.00	152.00	0.00
8/1/2023	8/2023	C-844942	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	152.00
8/1/2023	8/2023	R-906187	c/o ODSP - RBC 7260942	0.00	0.00	0.00	0.00	152.00	0.00
8/31/2023	8/2023	R-907878	c/o ODSP - RBC 7276750	0.00	0.00	0.00	0.00	152.00	-152.00
9/1/2023	9/2023	C-846210	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
9/29/2023	9/2023	R-909613	c/o ODSP - RBC 7292433	0.00	0.00	0.00	0.00	152.00	-152.00
10/1/2023	10/2023	C-847436	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
10/31/2023	10/2023	R-911479	c/o ODSP - RBC 7308125	0.00	0.00	0.00	0.00	152.00	-152.00
11/1/2023	11/2023	C-848711	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
11/30/2023	11/2023	R-913145	c/o ODSP - RBC 7323444	0.00	0.00	0.00	0.00	152.00	-152.00
12/1/2023	12/2023	C-849974	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
12/20/2023	12/2023	R-914381	c/o ODSP - RBC 7338111	0.00	0.00	0.00	0.00	152.00	-152.00
1/1/2024	1/2024	C-851225	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
1/31/2024	1/2024	R-916938	c/o ODSP - RBC 7353513	0.00	0.00	0.00	0.00	152.00	-152.00
2/1/2024	2/2024	C-852484	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
2/29/2024	2/2024	R-918762	c/o ODSP - RBC 7368666	0.00	0.00	0.00	0.00	152.00	-152.00



3/1/2024	3/2024	C-853765	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
3/1/2024	3/2024	C-855196	FOB - FOB charge	20.00	0.00	0.00	20.00	0.00	20.00
3/1/2024	3/2024	R-919105	BMO-0001426255NET-061030-228044	0.00	0.00	0.00	0.00	20.00	0.00
4/1/2024	4/2024	C-855013	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	152.00
4/1/2024	4/2024	R-920841	c/o ODSP - RB C 7383315	0.00	0.00	0.00	0.00	152.00	0.00
4/30/2024	4/2024	R-922189	C/O ODSP-RBC 7398104	0.00	0.00	0.00	0.00	152.00	-152.00
5/1/2024	5/2024	C-856311	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
5/31/2024	5/2024	R-924054	C/O ODSP-RBC CHQ 7412583	0.00	0.00	0.00	0.00	152.00	-152.00
6/1/2024	6/2024	C-858188	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
6/28/2024	6/2024	R-925757	ODSP CHQ RBC 7426506	0.00	0.00	0.00	0.00	152.00	-152.00
7/1/2024	7/2024	C-859592	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00
7/31/2024	7/2024	R-927898	c/o ODSP RBC CHQ 7441133	0.00	0.00	0.00	0.00	152.00	-152.00
8/1/2024	8/2024	C-860898	rgirent - RGI Rent	152.00	0.00	0.00	152.00	0.00	0.00

Exhibit I

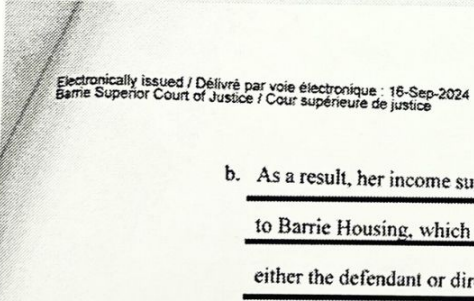
Exhibit "I"

Paragraph 21 of Barrie Housing's Statement of Claim, dated September 16, 2024:

21. Barrie Housing states as a fact that the phone recording (notwithstanding its surreptitious recording) is intentionally misrepresented by the defendant as said phone recording on plain listening provides, *inter alia*, that:

a. The defendant was receiving additional income supplements that she ought not be receiving and owed those funds back to the providers;

Page 2 - Statement of Claim (2)



Court File No./N° du dossier du greffe : CV-24-00002378-0000

b. As a result, her income supplement providers had paid the defendant's rent directly to Barrie Housing, which resulted in an overpayment, which was to be returned to either the defendant or directly to the assistance provider.

THIS IS EXHIBIT I REFERRED

TO IN THE AFFIDAVIT OF

Leah Dyck

SWORN BEFORE ME THIS MAR 27 2025

DAY OF _____

_____ AT THE CITY OF BARRIE,

IN THE COUNTY OF SIMCOE,

Olijah Talbot
A COMMISSIONER, ETC.

Pursuant to the Commissioners for taking Affidavits Act,

Conformément à la Loi sur les commissaires aux affidavits,

Exhibit J

Page 2 of the letter Barrie Housing emailed me on November 1, 2024:

2



Exhibit "J"

Tenant Ledger

- 5. As a secondary matter, we understand you have requested your tenant leger for 2015-2017. We include with this letter a copy of your tenant ledger from 2017-2024 (which you have already been provided) together with your tenant ledger from 2010 to 2017.
- 6. We understand you believe you are entitled to monies and seek the production of an "audit".
- 7. Your tenant ledger shows a complete breakdown of all amounts paid (and returned) to you since 2010. The credit which you received in 2022 as a result of overpaying your rent has been returned to you in full. There are no outstanding funds to be returned.
- 8. The amount of rent you pay is governed by the *Housing Services Act*. The amount of rent you pay depends on, among other things, the income you are receiving, and the source of that income. The amount of rent you pay is therefore fluid depending on those factors.
- 9. Secondly, we understand you are seeking the "audit" which was completed on your file. There is no formal audit in the sense of an official financial examination by an auditor. The term "audit" that was referenced in communication to you refers to a "review" of your file. As has been communicated to you on several occasions, the review of your file resulted in a credit to you of \$2,628.53, which is all that is owed.
- 10. Our client maintains, as supported by the documentation, that there are no monies owing to you, whatsoever.
- 11. With due respect, the basis on which you believe you are entitled to monies is flawed and incorrect. There is no further information which exists. The information which does exist substantiates the true and complete history of your rent payments and the processing of a credit back to you for the correct amount of funds that you had overpaid together with ODSP.

THIS IS EXHIBIT J REFERRED
 TO IN THE AFFIDAVIT OF
Leah Dyck
 SWORN BEFORE ME THIS _____
 DAY OF MAR 21 2025
 _____ AT THE CITY OF BARRIE,
 IN THE COUNTY OF SIMCOE,
Elizal Zabat
 A COMMISSIONER, ETC.

Mediation

- 12. Having said the above, the interim injunction is not a final order. Our client intends to proceed to trial to obtain a permanent injunction, together with damages, a public retraction, public apology, and costs.

Pursuant to the Commissionsers for
 taking Affidavits Act,
 Conformément à la Loi sur les
 Commissionsaires aux Affidavits,

Exhibit K

hibit K

Exhibit "K"



County of Simcoe
Clerk's Department
1110 Highway 26,
Midhurst, Ontario L0L 1X0

Main Line (705) 726-9300
Toll Free (866) 893-9300
Fax (705) 725-1285
simcoe.ca



November 8, 2024

Notice of Refusal

Our File No. A17-124-24
Via Email Only: leah.dyck@icloud.com

Leah Dyck
507-380 Duckworth St.,
Barrie, ON L4M 6J8

Subject: Freedom of Information Request – BMNPHC File Audit (Personal Info)

This will acknowledge receipt of your Municipal Freedom of Information and Protection of Privacy (MFIPPA) request received by the County of Simcoe on October 17, 2024. Your request was for the following:

I am requesting a digital copy of the audit that was conducted on my file, to re-calculate the true credit of overcharged rent money from 2022. On April 13, 2022 Sonya White informed me that my file with the Barrie Municipal Non Profit Housing Corporation (BMNPHC) was being audited in order to confirm the true credit on my Rent-Geared-to-Income (RGI) file, which was in the amount of \$2,268.53 and was returned to my by cheque on May 9, 2022.

I am refusing your request under section 22(1) of MFIPPA as no such records exists. The County of Simcoe did not conduct an audit for the above-described matter. The Barrie Municipal Non-Profit Housing Corporation (BMNPHC or "Barrie Housing") is a private not-for-profit and the County does not have access to internal records of private organizations. If such a record exists, it would likely be in the possession of Barrie Housing. However, MFIPPA applies only to "institutions" as defined in section 2(1) of the act:

"institution" means,

- (a) a municipality,
- (b) a school board, municipal service board, city board, transit commission, public library board, board of health, police service board, conservation authority, district social services administration board, local services board, planning board, local roads board, police village or joint committee of management or joint board of management established under the Municipal Act, 2001 or the City of Toronto Act, 2006 or a predecessor of those Acts,
- (c) any agency, board, commission, corporation or other body designated as an institution in the regulations; ("institution")

As Barrie Housing is not an institution, they are not subject to the disclosure requirements of MFIPPA and I am unable to transfer your request to them. While I imagine you have already done so, I would recommend you reach out to Barrie Housing directly regarding this matter.

THIS IS EXHIBIT K REFERRED
 TO IN THE AFFIDAVIT OF
Leah Dyck
 SWORN BEFORE ME THIS
 DAY OF MAR 21 2025
 AT THE CITY OF BARRIE,
 IN THE COUNTY OF SIMCOE.
Brijal Talbot
 A COMMISSIONER, ETC.

Pursuant to the Commissioners for taking Affidavits Act,
Conformément à la Loi sur les commissaires aux affidavits,

A17-124-24

I am responsible for the decision contained herein. If you believe additional record(s) exists, you may request a review of this decision within 30 days of receiving this letter by writing to:

The Information and Privacy Commissioner/Ontario
2 Bloor Street East, Suite 1400,
Toronto, ON M4W 1A8,
Telephone (416) 326-3333 or toll free 1-800-287-0073.

Further information on appeals including an online appeal form can be found on the [IPC Website](#).

If you decide to request a review, please provide the Commissioner's Office with the following:

- The file number listed at the beginning of this letter;
- A copy of this decision letter;
- A copy of your request for information you sent to our institution.

In addition, you must send an appeal fee to the Commissioner's office. The appeal fee for personal information is \$10.00.

Please include the fee with your letter of appeal – appeal fees should be in the form of either a cheque or money order, payable to the Minister of Finance.

Regards,

Original signed by

Christopher Sargent, Legislative Coordinator
County of Simcoe

A17-124-24

Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)

Notice by head

19 Where a person requests access to a record, the head of the institution to which the request is made or if a request is forwarded or transferred under section 18, the head of the institution to which it is forwarded or transferred, shall, subject to sections 20, 21 and 45, within thirty days after the request is received,

(a) give written notice to the person who made the request as to whether or not access to the record or a part of it will be given; and

(b) if access is to be given, give the person who made the request access to the record or part, and if necessary for the purpose cause the record to be produced. R.S.O. 1990, c. M.56, s. 19; 1996, c. 1, Sched. K, s. 15.

Contents of notice of refusal

22 (1) Notice of refusal to give access to a record or part under section 19 shall set out,

(a) where there is no such record,

(i) that there is no such record, and

(ii) that the person who made the request may appeal to the Commissioner the question of whether such a record exists; or

Exhibit L

Exhibit L

Proof of Delivery of my Notice of Intent to Barrie Housing

Exhibit "L"



Leah Dyck

Sent - iCloud November 30, 2024 at 3:52 PM

Statement of Delivery for Notice of Intent to Prosecute

To: Riley Brooks

Hello Riley,

I've serving your client with a Notice of Intent to Prosecute:



Letter of Notice of Inte...ute.pdf

Leah Dyck

THIS IS EXHIBIT L REFERRED
 TO IN THE AFFIDAVIT OF
Leah Dyck
 SWORN BEFORE ME THIS _____
 DAY OF MAR 21 2025
 _____ AT THE CITY OF BARRIE,
 IN THE COUNTY OF SIMCOE.
Dijon Falot
 A COMMISSIONER, ETC.

Pursuant to the Commissioners for
 taking Affidavits Act,
 Conformément à la Loi sur les
 commissaires aux affidavits,

Exhibit M

Service Manager Delegation Agreement

Exhibit "M"

This Agreement made the 1st day of September, 2016

Between:

The Corporation of the County of Simcoe
(hereinafter referred to as the "Service Manager")

OF THE FIRST PART;

And

The Barrie Municipal Non-Profit Housing Corporation
(hereinafter referred to as the "Service Agent")

OF THE SECOND PART;

WHEREAS the Service Manager is a Service Manager pursuant to the definition contained in the Housing Services Act (hereinafter referred to as the "Act");

AND WHEREAS pursuant to Section 17 of the Act a Service Manager may, in writing, delegate all or some of its powers and duties under the Act with respect to all or part of its Service Area;

AND WHEREAS the Service Manager wishes to enter into an agreement with the Service Agent pursuant to Section 17 of the Act in respect of certain duties and powers of the Service Manager as set out in the Act;

AND WHEREAS the Service Agent wishes to enter this agreement with the Service Manager in respect of certain duties and powers contemplated in the Act and as set out herein;

AND WHEREAS the Service Agent consents to the delegation in respect of certain duties and powers contemplated in the Act and as set out herein, in housing projects of the Service Agent as set out in Schedule "A" to this Agreement.

THIS IS EXHIBIT M REFERRED

TO IN THE AFFIDAVIT OF

Leah Dyck

SWORN BEFORE ME THIS

DAY OF MAR 21 2025

AT THE CITY OF BARRIE,

IN THE COUNTY OF SIMCOE.

Elijah Zalat
A COMMISSIONER, ETC.

Pursuant to the Commissioners for
taking Affidavits Act,
Conformément à la Loi sur les
commissaires aux affidavits,

- 7.08 In connection with performing its duty to require a household to reimburse the excess amount of rent-geared-to-income assistance that it received pursuant to Sections 64 and 65 of the Regulation and Section 56 of the Act, the Service Agent agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established and issued by the Service Manager from time to time, including without limitation whatsoever, those in relation to Section 64 and 65 of the Regulation.

Part VIII
PROCEDURAL PROVISIONS- DECISIONS,
INTERNAL REVIEWS, NOTICES

- 8.01 The Service Agent agrees that it shall provide notices of decisions in accordance with Sections 61 and 82 of the Regulation for the Designated Housing Projects.
- 8.02 In connection with the notices of decision(s), the Service Agent agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures and directives established by the Service Manager from time to time in connection with Section 61 and 82 of the Regulation.
- 8.03 The Service Agent agrees that it shall receive requests for internal reviews from applicant or occupant households in accordance with Sections 155 to 159 of the Act and Sections 138 and 139 of the Regulation. The Service Agent shall forward all requests for internal review and supporting documentation to the Service Manager by facsimile or electronically within two (2) business days following receipt of the request.
- 8.04 The Service Manager shall be responsible for conducting internal reviews pursuant to and in accordance with Sections 138 and 139 of the Regulation.
- 8.05 In connection with the notices of decision(s), the Service Agent agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures, directives and decisions established by the Service Manager from time to time in connection with Sections 138 and 139 of the Regulation.

Part IX
GENERAL

- 9.01 The Service Agent agrees that it is a duty of the Service Agent to make the information required in Section 54 of the Act and Section 62 of the Regulation available for inspection by allowing members of the public, during normal business hours, to inspect and copy them at their own expense and by posting them on the Internet.
- 9.02 Subject to Sections 169 to 176 of the Act and Sections 145 to 147 of the Regulation, the Service Agent who is providing services with respect to a housing program prescribed for the purposes of these sections shall comply with the prescribed standards for the collection, use, disclosure and safeguarding of privacy of personal information and for a person's access to his or her personal information.
- 9.03 Subject to Sections 169 to 176 of the Act and Sections 145 to 147 of the Regulation, the Freedom of Information and Protection of Privacy Act, and the Municipal Freedom of Information and Protection of Privacy Act, the Service Agent agrees to make all information and documentation collected or received by it in respect of the services provided hereunder available for inspection and copying by the service manager, as it reasonably requests or requires from time to time.

- 9.04 In accordance with Sections 79 to 81 of the Act, and Sections 102 and 103 of the Regulation, the Service Agent shall keep records in accordance with the regulations. The Service Agent agrees to maintain full and complete records of all applications, reviews, notices, agreements, undertaking, documents, papers, financial records and information which it receives or produces in respect of the services provided hereunder.
- 9.05 Subject to Sections 102 and 103 of the Regulation, the Service Agent must keep each of its records in accordance with the prescribed regulations and for the length of time as prescribed in the regulations. The Service Agent shall retain and preserve all applications, reviews, notices, agreements, documents, papers, information, receipts, payrolls, accounts, contracts, records, or financial statements which it receives or produces in respect of the services provided pursuant to this Agreement, for a period of seven (7) years after the end of the fiscal year to which the record relates.
- 9.06 Subject to Sections 102 and 103 of the Regulation, the Service Agent must keep each of its records in accordance with the prescribed regulations and for the length of time as prescribed in the regulations. The Service Agent shall retain and preserve the records relating to a household that occupies a designated housing unit for at least five years after the household last resides in a unit in the project.
- 9.07 Subject to Sections 102 and 103 of the Regulation, the Service Agent must keep each of its records in accordance with the prescribed regulations and for the length of time as prescribed in the regulations. The Service Agent shall retain and preserve a record of the decision to refuse to offer a unit to a household, including a copy of the notice given to the household under that section and the information used by the Service Agent to make its decision, for at least seven years after the notice was given to the household.
- 9.08 In connection with the required records, the Service Agent agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures, directives and decisions established by the Service Manager from time to time in connection with Sections 102 and 103 of the Regulation.
- 9.09 The Service Agent, when requested by the Service Manager upon ten (10) business days' notice to the Service Agent, shall make available to it and/or any of its duly authorized representatives, appointees or delegates, all applications, reviews, notices, agreements, documents, papers information, receipts, payrolls, accounts, contracts, records or financial statements which it receives or produces in respect of the services provided pursuant to this Agreement, to be inspected and/or audited, at all reasonable times both during the term of this Agreement and subsequent to expiration or termination, it being understood by the parties hereto that the Service Manager shall be entitled to conduct such inspections and/or audits as it requests from time to time.
- 9.10 The Service Manager shall also have the right to conduct any review, audit or inspection of any and all applications, reviews, notices agreements, documents, papers, information, receipts, payrolls, accounts, contracts, records or financial statements of the Service Agent which are received or produced by it in respect of the services provided pursuant to this Agreement, without any prior notice to the Service Agent. It is the intent of the Service Manager to invoke this provision in circumstances of such a serious nature as would warrant the immediate review, audit or inspection by the Service Manager of any and/or all of the Service Agent's documents as herein before mentioned.

Exhibit N

Exhibit "N"

Section 102 and 103 of "The Regulation"

RECORDS AND REPORTS

Records, s. 79 (1) of the Act

102. (1) This section governs the records that a housing provider must keep under subsection 79 (1) of the Act. O. Reg. 367/11, s. 102 (1).

(2) The housing provider must keep each of the following records for at least seven years after the end of the fiscal year to which the record relates:

- 1. The housing provider's financial records.
2. The housing provider's records relating to a Part VII housing project, other than records to which subsection (3) or (4) applies. O. Reg. 367/11, s. 102 (2).

(3) The housing provider must keep the records relating to a household that occupies a unit in a Part VII housing project for at least five years after the household last resides in a unit in the project. O. Reg. 367/11, s. 102 (3).

(4) If the housing provider refuses to offer a unit to a household under a rule under subsection 50 (1) or 77 (1), the housing provider shall keep a record of the decision to refuse to offer the unit to the household, including a copy of the notice given to the household under that section and the information used by the housing provider to make its decision, for at least seven years after the notice was given to the household. O. Reg. 367/11, s. 102 (4).

Annual reports, contents, s. 80 (2) of the Act

103. The following are prescribed, for the purposes of subsection 80 (2) of the Act, as information and documents that must be included in an annual report for a fiscal year:

- 1. Financial information about the housing provider, including audited financial statements for the fiscal year.
2. The information needed to enable the service manager to calculate the amount of any subsidy payable to the housing provider for the fiscal year under section 78 of the Act.
3. Statistical information on the households residing in the housing provider's Part VII housing projects in the service area. O. Reg. 367/11, s. 103.

THIS IS EXHIBIT N REFERRED TO IN THE AFFIDAVIT OF Leah Dyck SWORN BEFORE ME THIS DAY OF MAR 21 2025 AT THE CITY OF BARRIE, IN THE COUNTY OF SIMCOE. Eljal Talbot A COMMISSIONER, ETC.

Pursuant to the Commissioners for taking Affidavits Act, Conformément à la Loi sur les commissaires aux affidavits,

Exhibit O

Exhibit O

Exhibit "O"

Correspondence #1 between myself and my ODSP case worker, Ashley Walker

Ashley Walker • Barrie ODSP Office

Nov 1, 2024 at 04:46

Good morning,

I was recently informed that the information you are requesting is not a regular part of a FIPPA disclosure. When we get information from the Welfare Fraud Hotline, the names are anonymous and I explained this back in July. You were also asking if your housing provider, Barrie Municipal Non-Profit Housing Corporation reimbursed ODSP for overpaying rent back in April or May of 2022?

Did you ask Housing? I do not see in the notes that ODSP was reimbursed for overpaying your rent.

Regards,
Ashley

THIS IS EXHIBIT O REFERRED

TO IN THE AFFIDAVIT OF
Leah Dyck

SWORN BEFORE ME THIS
MAR 21 2025
DAY OF _____

_____ AT THE CITY OF BARRIE,
IN THE COUNTY OF SIMCOE.

Olivia Ballot
A COMMISSIONER, ETC.

Pursuant to the Commissioners for
taking Affidavits Act,
Conformément à la Loi sur les
commissaires aux affidavits,

Exhibit P

Exhibit P

THIS IS EXHIBIT P REFERRED TO IN THE AFFIDAVIT OF Leah Dyck SWORN BEFORE ME THIS MAR 21 2025 DAY OF AT THE CITY OF BARRIE, IN THE COUNTY OF SIMCOE. [Signature]

Court File No. CV-24-00003257-0000

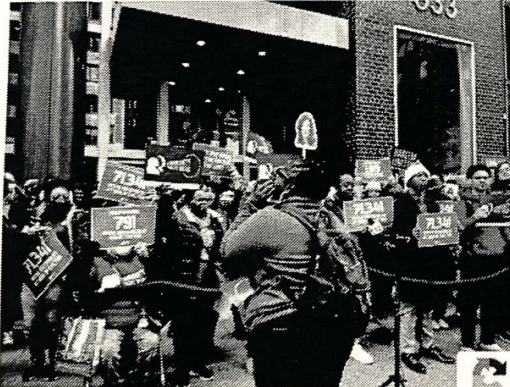
Pursuant to the Commissioners for taking Affidavits Act, Conformément à la Loi sur les commissaires aux affidavits,

On June 18, 2024, I found this article while doing research for a PSI Foundation grant:

NYCHA Tenants Sue Over Early Exclusion From State Pandemic Rent Relief

By Tatyana Turner and Jeanmarie Evely. Published May 1, 2024

The class action lawsuit, filed Tuesday on behalf of New York City public housing tenants left out of the state's rental assistance program during the height of the pandemic, alleges the state's distribution of the funds—for which these tenants received low priority—amounts to discrimination.



(Tatyana Turner) NYCHA tenants and activists rallying for more state rent relief funds in 2023.

Attorneys at Fordham Law School filed a class action lawsuit Tuesday on behalf of New York City public housing tenants left out of the state's rental assistance program during the height of the pandemic, alleging New York's distribution of the funds—for which these tenants received low priority—amounted to discrimination.

The federal suit, brought by students at Fordham's Housing and Urban Law Clinic, takes aim at the New York City Housing Authority (NYCHA) and New York State's Office of Temporary and Disability Assistance (OTDA), the latter of which administered the state's Emergency Rental Assistance Program (ERAP).

Launched at the height of the COVID-19 lockdown to aid tenants who fell behind on rent, ERAP initially prioritized its limited funds for landlords of market-rate apartments, effectively excluding public housing tenants. While the state provided \$95 million in rent relief for NYCHA in last year's budget, it was only enough to reach 15,000 of the roughly 70,000 public housing households that accumulated rent debt since the pandemic, the lawsuit states.

On Oct. 12, 2024, I listed the correlations between New York and Barrie, for others to see for themselves:

Exhibit "P"

BMNPHC Tenants Want to Sue Over Exclusion From Province Pandemic Rent Relief

By Leah Dyck. Published October 12, 2024

Barrie Housing and Simcoe County Housing tenants claim they were left out of the province's rental assistance program during the height of the pandemic, and allege the province's distribution of the funds—for which they claim they received low priority—amounts to discrimination.



Barrie Housing Rent-Geared-to-Income (RGI) tenant, Leah Dyck, seeks to file a class action lawsuit on behalf of all Barrie Housing and Simcoe County female RGI tenants in Simcoe County left out of the province's rental assistance program during the height of the pandemic, alleging Barrie Housing and Simcoe County Housing's distribution of the funds—for which these tenants received low priority—amounts to discrimination.

The proposed federal suit, takes aim at the Barrie Municipal Non-Profit Housing Corporation (BMNPHC), the Simcoe County Housing Corporation (SCHC), the City of Barrie, the County of Simcoe, the Ontario Ministry of Children, Community and Social Services (CCSS), which houses the Ontario Disability Support Program (ODSP), and Employment and Social Development Canada (ESDC), which houses the Canada Pension Plan (CPP) Disability benefit program, the latter two of which administered the province's monetary social assistance.

Administered at the height of the COVID-19 lockdown to aid tenants who fell behind on rent, Barrie Housing and Simcoe County Housing prioritized themselves, effectively excluding public housing tenants, who've accumulated rent and other debts since the pandemic.

“We lobbied for this money because we were discriminated against even though we are taxpayers and we pay rent,” said Aixa Torres, the tenant association president at NYCHA’s Alfred E. Smith Houses and a member of **Residents to Preserve Public Housing (RPPH)**. “Yes, we got some money, but did we really get our fair share?”

Torres’ group is among the plaintiffs named in the case, alongside three NYCHA tenants who’ve amassed rent arrears since 2020 but were “unable to benefit from ERAP during the height of the COVID-19 pandemic,” either because they didn’t know they were eligible and didn’t apply, or because their applications were left pending for years.

The suit also accuses NYCHA of failing to timely recertify tenants’ incomes—used to determine their monthly rent payments—to reflect the economic hardships they faced due to COVID-19, meaning they were paying more than they should have. Many residents who owe back rent now “live in fear of having eviction or consumer debt proceedings brought against them and their families,” the complaint states.

“We have a client who is seeking to file bankruptcy, we have a client who was diagnosed with cancer during this time. We have a client who lost her sister,” Professor Norrinda Brown, director of Fordham’s Housing and Urban Law Clinic, told City Limits Tuesday. “You’re going through all of the other stress and drama we were all experiencing during the pandemic and you think this program will help, but you’re just left pending for years.”

The complaint alleges discrimination based on race and national origin, since the vast majority of NYCHA tenants are Black and Hispanic or Latino, and accuses the defendants of violating the **Fair Housing Act**, the Civil Rights Act of 1964 and New York’s Human Rights Law, which prohibits source of income discrimination.

According to the complaint, the defendants’ “explicit deprioritization of public and subsidized housing tenants disproportionately prevented Black and Hispanic or Latino applicants from receiving... critical assistance due to their housing status and source of income, as compared to white applicants.”

“When we understand the demographics of subsidized people in New York City—which is well known public information and certainly understood—‘subsidized’ in the city is a proxy for deeply poor Black and Hispanic tenants. That’s who we’re talking about,” Brown told City Limits.

The lawsuit seeks an injunction to pause NYCHA from evicting and suing tenants over arrears whose ERAP applications were denied, left pending, or who didn’t know they could apply.

It comes as the Housing Authority struggles with declining rent revenue. At a City Council hearing in March, **NYCHA Chief Executive Officer Lisa Bova-Hiatt** said about 70,000 households owed back rent, amounting to \$482 million as of Feb. 29. NYCHA carried out 58 evictions in 2023 and 50 so far this year as of March 7, she said.

Both NYCHA and OTDA told City Limits they do not comment on pending litigation.

“I’m lobbying for this money because we were discriminated against even though we are taxpayers and we pay rent,” says Leah Dyck, the Founder of Fresh Food Weekly, a program run through her registered charity, The VanDyck Foundation, that started during the COVID-19 lockdown to aid vulnerable tenants who were starving. Dyck, who’s also a recipient of the **Fresh Food Weekly** program says, “Yes, I’m the only one who received some money, but did I really get all of it?”

The Fresh Food Weekly program’s Founder and recipient, Dyck, is the Defendant named in Barrie Housing’s injunction, and who represents thousands of BMNPHC and SCHC tenants who’ve amassed debts and/or rent arrears since 2020 but were “unable to benefit from a myriad of social assistance benefits during the height of the COVID-19 pandemic,” either because they didn’t know they were eligible and didn’t ask, or because their requests were left pending for years.

Dyck also accuses the BMNPHC and the SCHC of failing to rectify tenants’ incomes—used to determine their monthly rent payments—to reflect the economic hardships they faced due to COVID-19, meaning they were paying more than they should have. Many residents who owe back rent now “live in fear of having eviction or consumer debt proceedings brought against them and their families,” her complaint states.

“I had a recipient who had to file bankruptcy, I had three neighbours on my floor who died shortly after the lockdowns were lifted,” Dyck continues. “We’re going through all of the other stress and drama we were all experiencing during the pandemic and you think these benefits will help, but we’re just left ignored for years.”

Dyck’s complaint alleges discrimination based on sex, marital status and family status, since the vast majority of BMNPHC and SCHC tenants are single women and single mothers, and accuses the Plaintiff of violating the Housing Services Act, 2011, and the Ontario Human Rights Code, 1990, which prohibits source of income discrimination.

According to her complaint, the Plaintiffs’ “explicit deprioritization of public and subsidized housing tenants disproportionately prevented single women and single mothers from receiving critical assistance due to their housing status and source of income, as compared to tenants paying full market rates.

“When we understand the demographics of subsidized people in Simcoe County—which is well known public information and certainly understood—‘subsidized’ in the city is a proxy for deeply poor single women and single mother tenants. That’s who we’re talking about,” Dyck tells anyone who will listen.

Dyck also wants to seek an injunction to pause the BMNPHC and the SCHC from evicting and suing tenants over arrears whose ODSP payments were denied, left pending, or who didn’t know they could ask for them.

It comes as the City and County receives \$249M earlier this Spring—between March and April, 2024—according to reports authored by Macleans Magazine’s Barrie Today (dot) com’s online news outlet.

Both the BMNPHC and the SCHC deny the allegations.

Exhibit Q

Exhibit Q

THIS IS EXHIBIT Q, REFERRED
TO IN THE AFFIDAVIT OF
Lest Dyck
SWORN BEFORE ME THIS
DAY OF MAR 21 2025
AT THE CITY OF BARRIE,
IN THE COUNTY OF SIMCOE.
Rajal Dabot
A COMMISSIONER, ETC.

Court File No. CV-24-00003257-0000

Pursuant to the Commissioners for
taking Affidavits Act,
Conformément à la Loi sur les
commissaires aux affidavits,

My 2020 Income Supplement Deposits

Exhibit "Q"

Jan 29	Direct Deposit, CANADA CPP/RPC	CPP Disability	925.74
Mar 31	Direct Deposit, ODSP MSP/DIV	ODSP	566.54
Apr 06	Direct Deposit, CANADA CPP/RPC	CPP Disability	1,851.48
Apr 22	Direct Deposit, CANADA FED/FED	CERB	2,000.00
Apr 28	Direct Deposit, CANADA CPP/RPC	CPP Disability	925.74
Apr 30	Direct Deposit, ODSP MSP/DIV	ODSP	1,056.60
May 27	Direct Deposit, CANADA CPP/RPC	CPP Disability	925.74
May 29	Direct Deposit, ODSP MSP/DIV	ODSP	1,056.60
Jun 26	Direct Deposit, CANADA CPP/RPC	CPP Disability	925.74
Jun 30	Direct Deposit, ODSP MSP/DIV	ODSP	1,056.60
Jul 27	Direct Deposit, CANADA FED/FED	CERB	2,000.00
Jul 29	Direct Deposit, CANADA CPP/RPC	CPP Disability	925.74
Jul 31	Direct Deposit, ODSP MSP/DIV	ODSP	1,056.60
Aug 05	Direct Deposit, CANADA FED/FED	CERB	2,000.00
Aug 11	Direct Deposit, CANADA FED/FED	CERB	2,000.00
Aug 21	Direct Deposit, ONT-ODSP DAILY PAY/PAY	ODSP	65.77
Aug 27	Direct Deposit, CANADA CPP/RPC	CPP Disability	925.74
Aug 31	Direct Deposit, ONT-ODSP DAILY PAY/PAY	ODSP	1,122.37
Sep 09	Direct Deposit, CANADA FED/FED	CERB	2,000.00
Oct 08	Direct Deposit, ONT-ODSP DAILY PAY/PAY	ODSP	162.72
Oct 13	Direct Deposit, CANADA EI /AE	E.I (transition from CERB)	1,000.00
Oct 16	Direct Deposit, ONT-ODSP DAILY PAY/PAY	ODSP	290.45
Oct 29	Direct Deposit, CANADA EI /AE	E.I (transition from CERB)	1,449.00
Oct 30	Direct Deposit, CANADA FED/FED	CERB	600.00
Nov 05	Direct Deposit, ONT-ODSP DAILY PAY/PAY	ODSP	96.95
Nov 24	Direct Deposit, CANADA EI /AE	E.I (transition from CERB)	1,932.00
Nov 30	Direct Deposit, ODSP MSP/DIV	ODSP	96.95
Dec 08	Direct Deposit, CANADA EI /AE	E.I (transition from CERB)	966.00
Dec 21	Direct Deposit, CANADA EI /AE	E.I (transition from CERB)	966.00

Exhibit R

Exhibit R

Two Pages of my ODSP Ledger Deductions Exhibit "R"

Type	Amount	Percentage	Start Date	End Date	Priority	Status
Pay Direct - Landford	\$152.00	0	01/10/2015	31/12/2099	7	Active
Priority	7 (6 of 8)		Action	Deduct Nothing		
Third Party Details						
Third Party	BARRIE MUNICIPAL NON PROFIT HO					
Account Name	Leah Dyck	Account Reference	507 - 380 Duckworth			
Comments						
History						
Description	Date	Amount				
Deduction has been processed successfully and is due to be paid to the third party on 2022-04-25	25/04/2022 00:00:00	\$152.00				
16 Deduction has been processed successfully and is due to be paid to the third party on 2022-03-17	17/03/2022 00:00:00	\$152.00				
15 Deduction has been processed successfully and is due to be paid to the third party on 2022-02-14	14/02/2022 00:00:00	\$152.00				
14 Deduction has been processed successfully and is due to be paid to the third party on 2022-01-19	19/01/2022 00:00:00	\$152.00				
13 Deduction has been processed successfully and is due to be paid to the third party on 2021-12-09	09/12/2021 00:00:00	\$152.00				
12 Deduction has been processed successfully and is due to be paid to the third party on 2021-11-17	17/11/2021 00:00:00	\$152.00				
Deduction has been processed successfully and is due to be paid to the third party on 2021-10-18	18/10/2021 00:00:00	\$152.00				
The deduction has been skipped as it exceeds the maximum deduction amount allowed for this case.	16/09/2021 00:00:00	\$152.00				
The deduction has been skipped as it exceeds the maximum deduction amount allowed for this case.	18/08/2021 00:00:00	\$152.00				
11 Deduction has been processed successfully and is due to be paid to the third party on 2020-11-18	18/11/2020 00:00:00	\$152.00				
10 Deduction has been processed successfully and is due to be paid to the third party on 2020-11-04	04/11/2020 00:00:00	\$152.00				
9 Deduction has been processed successfully and is due to be paid to the third party on 2020-10-07	07/10/2020 00:00:00	\$152.00				
8 Deduction has been processed successfully and is due to be paid to the third party on 2020-08-20	20/08/2020 00:00:00	\$152.00				
7 Deduction has been processed successfully and is due to be paid to the third party on 2020-07-18	17/07/2020 00:00:00	\$152.00				
6 Deduction has been processed successfully and is due to be paid to the third party on 2020-06-18	18/06/2020 00:00:00	\$152.00				

THIS IS EXHIBIT R REFERRED
 TO IN THE AFFIDAVIT OF
Leah Dyck
 SWORN BEFORE ME THIS
 DAY OF MAR 21 2025
 AT THE CITY OF BARRIE,
 IN THE COUNTY OF SIMCOE.
Dyck Talbot
 A COMMISSIONER, ETC.

Pursuant to the Commissioners for
 taking Affidavits Act,
 Conformément à la Loi sur les
 commissaires aux affidavits,

Deductions

Type	Amount	Percentage	Start Date	End Date	Priority	Status
Pay Direct – Landlord	\$152.00	0	01/10/2015	31/12/2099	7	Active
Priority	7 (8 of 8)		Action		Deduct Nothing	
Third Party Details						
Third Party	BARRIE MUNICIPAL NON PROFIT HO					
Account Name	Leah Dyck	Account Reference	507 - 380 Duckworth			
Comments						
History						
Description	Date	Amount				
5 Deduction has been processed successfully and is due to be paid to the third party on 2020-05-15	15/05/2020 00:00:00	\$152.00				
4 Deduction has been processed successfully and is due to be paid to the third party on 2020-04-17	17/04/2020 00:00:00	\$152.00				
3 Deduction has been processed successfully and is due to be paid to the third party on 2020-03-19	19/03/2020 00:00:00	\$152.00				
Deduction has been processed successfully and is due to be paid to the third party on 2017-08-25	25/08/2017 00:00:00	\$152.00				
Deduction has been redirected successfully to a third party and is due to be paid to the new third party on 2017-08-10	10/08/2017 13:52:06	\$152.00				
2 Deduction has been redirected successfully to a third party and is due to be paid to the new third party on 2017-08-10	10/08/2017 13:51:58	\$152.00				
Deduction Modified	10/08/2017 13:51:37	\$152.00				
Deduction Modified	10/08/2017 12:49:09	\$152.00				
Deduction has been processed successfully and is due to be paid to the third party on 2017-07-25	25/07/2017 16:18:39	\$152.00				
1 Deduction has been processed successfully and is due to be paid to the third party on 2017-07-25	25/07/2017 16:18:38	\$152.00				
Deduction has been processed successfully and is due to be paid to the third party on 2016-12-09	09/12/2016 00:00:00	\$152.00				
Deduction has been processed successfully and is due to be paid to the third party on 2016-11-17	17/11/2016 00:00:00	\$152.00				
Deduction has been processed successfully and is due to be paid to the third party on 2016-10-19	19/10/2016 00:00:00	\$152.00				
Deduction has been processed successfully and is due to be paid to the third party on 2016-09-16	16/09/2016 00:00:00	\$152.00				
Deduction has been processed successfully and is due to be paid to the third party on 2016-08-18	18/08/2016 00:00:00	\$152.00				

These are the double payments.

These are the dates ODSP re-started paying my rent to Barrie Housing.

Exhibit S

hibit S



Social Justice Tribunals Ontario
Providing fair and accessible justice

(Disponible en français)
File Number: CEL-83283-19

Exhibit "S"

NOTICE OF HEARING

Under section 174 of the Residential Tenancies Act, 2006

The Landlord and Tenant Board (LTB) has scheduled a hearing
between: **BARRIE HOUSING**
and **LEAH DYCK**
concerning the rental unit located at:
507, 380 DUCKWORTH STREET BARRIE ON L4M 6J8

Purpose of the hearing:

The landlord has filed an application with the Landlord and Tenant Board (LTB) to evict the tenant. A copy of the application is attached to this notice. The LTB will hold a hearing to make a decision about the application.

Hearing information:

When: **Monday, April 08, 2019 9:30 AM**
Where: **Barrie Suite 303, 34 Simcoe Street, Barrie ON L4N 6T4 3rd Floor**
You must:
• arrive at 9:00 AM to sign in for your hearing
• be ready to stay the whole day – your hearing may be later in the day

THIS IS EXHIBIT S REFERRED
TO IN THE AFFIDAVIT OF
Leah Dyck
SWORN BEFORE ME THIS
DAY OF MAR 21 2025
AT THE CITY OF BARRIE,
IN THE COUNTY OF SIMCOE.
Elisal Zolbat
A COMMISSIONER, ETC.

The LTB usually books hearings for several applications to start at the same time on a hearing day. The LTB member in charge decides the order to hear those applications.

It is very important for you to attend the hearing. If you cannot attend the hearing, you should send someone who has your written permission to represent you. If you or your representative do not attend or come late, the LTB may hold the hearing without you and you may not be sent any further notice of the proceedings.

What can happen if you do not attend the hearing:

If you are the landlord and you do not attend the hearing or send a representative, the LTB can hold the hearing without you and your application may be dismissed.

If you are the tenant and you do not attend the hearing or send a representative, the LTB can hold the hearing without you and make a decision based on what is claimed by the landlord.

Pursuant to the Commissioners for
taking Affidavits Act,
Conformément à la Loi sur les
commissaires aux affidavits,



Social Justice Tribunals Ontario
Providing fair and accessible justice
Landlord and Tenant Board

**Application to Evict a Tenant for Non-payment of Rent
and to Collect Rent the Tenant Owes
FORM L1**

THE LANDLORD'S APPLICATION

Read the instructions carefully before completing this form. Print or type in capital letters.

PART 3: GENERAL INFORMATION

Landlord's Name and Address

First Name (If there is more than 1 landlord, complete a *Schedule of Parties* form and file it with this application.)

[Empty grid for First Name]

Last Name

[Empty grid for Last Name]

Company Name (if applicable)

B A R R I E H O U S I N G

Street Address

7 2 R O S S S T R E E T

Unit/Apt./Suite

2

Municipality (City, Town, etc.)

B A R R I E

Prov.

O N

Postal Code

L 4 M 1 G 3

Day Phone Number

(7 0 5) 7 2 7 - 0 4 1 4

Evening Phone Number

() -

Fax Number

() -

E-mail Address

L I S A @ B A R R I E H O U S I N G . C O M

Tenant Names and Address

Tenant 1: First Name (If there are more than 2 tenants, complete a *Schedule of Parties* form and file it with this application.)

L E A H

Tenant 1: Last Name

D Y C K

Tenant 2: First Name

[Empty grid for Tenant 2: First Name]

Tenant 2: Last Name

[Empty grid for Tenant 2: Last Name]

Mailing Address (if it is different from the address of the rental unit)

[Empty grid for Mailing Address]

Unit/Apt./Suite

[Empty grid for Unit/Apt./Suite]

Municipality (City, Town, etc.)

[Empty grid for Municipality]

Prov.

[Empty grid for Prov.]

Postal Code

[Empty grid for Postal Code]

Day Phone Number

(7 0 5) 7 1 8 - 0 0 6 2

Evening Phone Number

() -

Fax Number

() -

E-mail Address

L E A H . D Y C K @ I C L O U D . C O M

Related Applications

If you or your tenant filed other applications that relate to this rental unit and those applications have not been resolved, list their file numbers below.

File Number 1

[Empty grid for File Number 1]

File Number 2

[Empty grid for File Number 2]



Repayment Agreement



Tenant's Unit Address: 507-380 Duckworth St., Barrie ON L4M 6J8

This contract is between;

LEAH DYCK and BARRIE HOUSING

I/We have: (Select the appropriate reason)

- Not paid the full monthly rent, including any retroactive rent charges, in accordance with my/our current and/or former lease and all relevant laws

FEB 21 2019

As of I/We owe \$586.53 to Barrie Housing as a result of this debt.

I/We agree to pay back this debt by making extra payments on top of the regular monthly rent. The regular monthly rent is due on the 1st day of each month. This chart shows the date and the amount of each payment toward the debt owing. I/We agree to this schedule.

Tenant(s):

Barrie Housing, Lisa Crane-McDonald:

Table with 2 columns: Date (dd/mm/yyyy) and Amount. Rows include dates from 08/03/2019 to 08/08/2019 with amounts of \$97.75, and a Total row with amount \$586.53.

Exhibit T

Exhibit T

Correspondence #2 between myself and my ODSP case worker, Ashley Walker

Exhibit "T"

Ashley Walker • Barrie ODSP Office

Jan 10, 2025 at 15:28

Good afternoon Leah,

I received a copy of the ODSP Ledger you were referring to and have a better understanding of your questions you were asking.

Just to clarify, you are asking about your rent pay direct deductions to Barrie Housing? What is your current address and rent amount to ensure your file is up to date. Do you have a current rental agreement?

I can reach out to Barrie Housing on your behalf and ask for your rent amounts to verify the information we have on your file going back to 2015 if you would like?

Regards,
Ashley

Client Accommodation Questionnaire EN_20250110152808793_1.pdf

Download

CLIENT ACCOMMODATION QUESTIONNAIRE

Name: Click or tap here to enter text. Member ID: Click or tap here to enter text.

Purpose:

This questionnaire is to help us determine if there are any special service delivery accommodations that would help us in providing you the best possible customer service, based on your needs.

We are interested in understanding if there are accommodation supports needed to ensure you receive timely access to benefits and income support.

Please note that ODSP staff do not have access to any of your medical information and do not need to know your medical diagnosis to provide services to you.

Questions:

1. Does your disability make it difficult for you to contact your Caseworker? How can we make it easier for you?

Handwritten lines for answering the question.

THIS IS EXHIBIT T REFERRED TO IN THE AFFIDAVIT OF Leah Dyck SWORN BEFORE ME THIS DAY OF MAR 21 2025 AT THE CITY OF BARRIE, IN THE COUNTY OF SIMCOE. Signed [Signature] A COMMISSIONER, ETC.

Pursuant to the Commissioners for taking Affidavits Act, Conformément à la Loi sur les commissaires aux affidavits,

2. Do you have difficulty reading printed materials such as letters and forms? Do you need any adjustments to how they are provided such as in larger text or electronically?

3. Do you need someone to read or help explain documents to you? Do you require help when filling in forms, such as from a friend or family member?

4. Do you have access to and the ability to use a computer and the internet? If so, what technology do you have access to? This could be a desktop, a tablet, a cell phone, and/or specialized software such as an e-reader.

5. Are you able to use MyBenefits? Interactive Voice Response (IVR)? Secure e-mail? These are platforms used to communicate with your Caseworker. (Please see appendix for additional details on each of these services). If not, can you tell us any barriers you have using it/them?

6. Do you want to try using these methods of communication mentioned in the question above?

7. How can we make it easier for you to provide information to ODSP?

8. Is there anything else we need to know so that we can provide services in the best way to meet your needs? For example, do you have visual/hearing loss, memory issues or other barriers to communication that we should consider when reaching out to you?

In my ODSP ledger, on October 18, 2020, ODSP re-starts making deductions to the third party. Why?
On the ledger you highlighted **October 18, 2021**
ODSP would have re-started your deductions to Barrie Housing because you were eligible for income support again starting with your October 2021 payment.
Reasons why you would not have been eligible for income support during that time could have been due to receiving the Canada Emergency Response Benefit (CERB).

Unless we receive a letter from you requesting to stop the paydirect, ODSP continues to pay your rent when you are eligible for income support.

Ashley

Exhibit U

Exhibit "U"

h) For context, attached hereto as **Exhibit "K"** is a copy of the phone recording between the respondent and Ms. Denny-Lusk. Thereafter, the phone recording was disseminated as "evidence" of criminal wrongdoing. The contents of this phone call are not accurately represented by the respondent. On plain listening to this recording, it clear that:

- i) I advised the respondent that she had overpaid her rent and there was a credit that was owing;
- ii) Barrie Housing was determining the proper manner of handling this credit as the overpayment was due, in part, to ODSP paying Barrie Housing

THIS IS EXHIBIT U REFERRED
 TO IN THE AFFIDAVIT OF
Leah Dyck
 SWORN BEFORE ME THIS ____
 DAY OF MAR 21 2025
 ____ AT THE CITY OF BARRIE,
 IN THE COUNTY OF SIMCOE.
Rijah Bahat
 A COMMISSIONER, ETC.

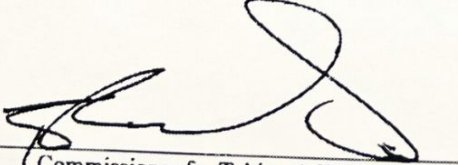
11

016

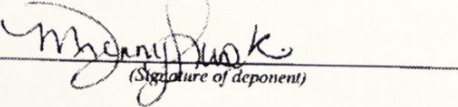
directly, and Barrie Housing believed that the credit, or a portion of that credit, ought to be repaid directly to ODSP:

RESPECT TO THE COMMISSIONERS FOR
 taking Affidavits Act,
 Conformément à la Loi sur les
 commissaires aux affidavits,

SWORN before me by Mary-Anne Denny-Lusk in the City of Barrie, County of Simcoe, Province of Ontario on October 4, 2024.


 Commissioner for Taking Affidavits
 (or as may be)

Riley C. Brooks
LSO# 813710


 (Signature of deponent)

MARY-ANNE DENNY-LUSK

Courts of Justice Act

BACKSHEET

LEAH DYCK

-and-

*BARRIE MUNICIPAL NOT-PROFIT
HOUSING CORPORATION*

Applicant

Defendant

Court File No. CV-24-00003257-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
BARRIE

Affidavit of Leah Dyck

LEAH DYCK
March 21, 2025

Leah Dyck
507-380 Duckworth St.
Barrie, ON L4M 6J8
Tel: (705) 718-0062
Email: leah.dyck@icloud.com

Self-represented applicant

RCP-E 4C (September 1, 2020)

